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May 26, 2016

**BID INVITATION**

**BID #616164**

Sealed Bids (**Bid #616164**) for **Sludge Transportation Management Services for the Stafford County Department of Utilities** will be accepted until 4:00 P.M., Thursday, June 16, 2016, at which time they will be opened and read aloud in the Purchasing Office, Stafford County Administration Center, 1300 Courthouse Road, Stafford, Virginia.

Please be observant of all Bid instructions and specifications. Should any questions arise concerning this Bid, contact the Purchasing Office at (540) 658-8611.

Stafford County reserves the right to accept or reject, in whole or in part, any and all Bids and to waive informalities.

Anita Perrow  
Purchasing Manager



## GENERAL INSTRUCTIONS

1. Mail or deliver Bids to the Stafford County Purchasing Office, Stafford County Administration Center, 1300 Courthouse Road, P.O. Box 339, Stafford, Virginia 22555-0339.
2. Bids must be received before the Bid opening time stated in the Bid Invitation.
3. All Bids must be received in sealed envelopes with the statement "Bid Enclosed" and the Bid number typed or written in the lower left-hand corner.
4. Submit one (1) original, **clearly marked**, and three (3) copies of the Bid showing the unit prices for each item and the total Bid amount.
5. Stafford County reserves the right to accept or reject, in whole or in part, any and all Bids and to waive informalities.
6. Bids will be opened promptly at 4:00 P.M., Thursday, June 16, 2016, in the Purchasing Office and no late bids will be accepted.
7. Bids are to be binding for sixty (60) calendar days following the Bid opening date.
8. One (1) or more contracts may result from this Bid specification. The successful Bidder or Bidders will be notified immediately upon the acceptance of his/their Bid(s).
9. Exceptions to the specifications or general instructions must be in writing and submitted with the Bid form.
10. Comments concerning specifications or other provisions of this Bid invitation are welcome and can be received and considered prior to the time set for receipt of Bids.
11. Any questions relative to the technical aspects of the Bid Invitation shall be directed to Ms. Janet Spencer, Deputy Director of Utilities, at (540) 658-8620.

Every request for such interpretation should be in writing addressed to Ms. Janet Spencer, and to be given consideration must be received at least ten (10) days prior to the date fixed for the opening of the Bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Bidding Documents which, if issued, will be available to prospective Bidders on the Stafford County Purchasing Website (<http://staffordcountyva.gov/Bids.aspx?CatID=23>) not later than five (5) calendar days prior to the date fixed for the opening of Bids. The Owner will not be responsible for any other explanations or interpretations of the proposed documents. Failure of any Bidder to receive any such Addendum or interpretation shall not relieve any Bidder from any obligation under his Bid as submitted. All Addenda so issued shall become part of the Contract Documents.

12. Questions relative to the bidding procedures shall be directed to Ms. Anita Perrow, Purchasing Manager, at (540) 658-8611.
13. The name of a certain brand, make, manufacturer, or definite specification is to denote the quality of the specific brand, make, manufacturer or specification named; it is to set forth to convey to prospective bidders the general style, type, character and quality of article desired. Wherever used in specifications or contract documents, a particular brand, make of materials, device or equipment shall be regarded merely as a standard. Any other brand, make of material, device or equipment which is recognized as the equal of that specified, considering quality, workmanship and economy of operation and is suitable for the purpose intended, shall be considered responsive to the specifications.
14. Provide Bid prices on the attached Bid Quotation Sheet.
15. Any Contract resulting from this Bid solicitation shall be for a period of one (1) year. The contract may be extended for up to eight (8) additional one (1) year periods if mutually agreed to by both parties.
16. This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia Section 2.2-4343.1 or against a Bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
17. All individuals performing work pursuant to this contract must be U.S. citizens or possess documents that allow them to be employed and work in the United States.
18. Hold Harmless Clause

The Contractor shall, during the term of the Contract including any warranty period, indemnify, defend, and hold harmless the County of Stafford and its' officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Vendor agrees that this clause shall include claims involving infringement of patent or copyright.

19. Safety

All Contractors and Subcontractors performing services for the County of Stafford is required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and Subcontractors shall be held responsible for the

safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

20. Use of Contract of Contract by Other Government Entities

- A. Bidders are advised that all resultant Contracts will be extended, with the authorization of the Bidder, to Metropolitan Washington Council of Governments jurisdictions and other jurisdictions and Political Subdivisions of the Commonwealth of Virginia to permit their ordering of supplies and/or services at the prices and terms of the resulting Contract. If any other jurisdiction decides to use the final Contract, the Contractor must deal directly with that jurisdiction or political subdivision concerning the placement of orders, issuance of the purchase order, Contractual disputes, invoicing and payment. Stafford County acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a Contract to any jurisdiction will have no effect on consideration of your Bid/Proposal.
- B. It is the responsibility of the awarded vendor to notify the jurisdictions and political subdivisions of the availability of the Contract.
- C. The County of Stafford shall not be held liable for any costs or damage incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.

21. Notice of Required Disability Legislation Compliance

The County of Stafford is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act 1990.

Specifically, the County of Stafford, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the American with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities of the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and Local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

22. Ethics in Public Contracting

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the County of Stafford. A copy of these provisions may be obtained from the respective Purchasing Office upon request.

The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.1-348 et. seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et. seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

23. Employment Discrimination by Contractors Prohibited

Every Contract of over ten thousand dollars (\$10,000) shall include the following provisions:

During the performance of this 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, national origin, age or disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs, a, b, and c in every Subcontract or Purchase Order of over ten thousand dollars (\$10,000), so that the provisions will be binding upon each Subcontractor or Vendor.

24. Drug-free Workplace

Every Contract of over ten thousand dollars (\$10,000) shall include the following provisions:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every Subcontract or Purchase Order of over ten thousand dollars (\$10,000), so that the provisions will be binding upon each Subcontractor or Vendor.

For the purpose of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

25. Exemption from Taxes

The County of Stafford is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificates indicating the County’s tax exempt status will be furnished by the County of Stafford on request.

26. Substitutions

NO substitutions, including key personnel, or cancellations permitted after award without written approval by the County Administrator.

27. Assignment of Contract

This Contract may not be assigned in whole or in part without the written consent of the County Administrator.

28. Each Bidder shall certify, upon signing a Bid, that to the best of his knowledge no County of Stafford official or employee having official responsibility for the procurement transaction, or member of his/her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this Contract. If such a benefit has been received or will be received, this fact shall be disclosed with the Bid or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the Contract made, or could affect payment pursuant to the terms of the Contract.

29. Debarment

By submitting a Bid, the Bidder is certifying that they are not currently debarred by the County of Stafford. The County of Stafford’s debarment procedure is in accordance with Section 2.2-4321 of the Code of Virginia.

30. Right to Negotiate

The County of Stafford reserves the right to waive informalities, and to reject any and all Bids. If the Bid exceeds available funds, the County of Stafford reserves the right to negotiate with the Bidder to obtain a Contract price within available funds.

31. Immigration Reform and Control Act of 1986

By accepting a Contract award, Vendor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

32. Indemnity

The Contractor shall indemnify and hold harmless the County against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work described herein, provided that any such claims, damages, losses, or expenses (1) are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (2) are caused in whole or in part by any negligent acts or omissions of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, regardless of whether or not they are caused in part by a party indemnified hereunder. This indemnification clause shall apply to the fullest extent permitted by law.

33. Termination

Subject to the provisions below, the contract may be terminated by the County upon advance written notice to the other party; but if any work or service hereunder is in progress but not completed as of the date of termination, then this contract may be extended upon written approval by the County until said work or services are completed and accepted.

- A. Termination for Convenience - In the event that this Contract is terminated or canceled upon request and for the convenience of the County with the required three (3) months advance written notice, then the County shall negotiate reasonable termination costs, if applicable.
- B. Termination by the County for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The three (3) months advance written notice requirement is waived in the event of Termination for Cause.

34. The Contents of the Bid submitted by the successful Bidder and the Bid Specifications shall become a part of any Contract awarded as a result of these specifications. The successful Vendor will be expected to sign a "Standard Contract for Services" with the Stafford County Board of Supervisors. Additional terms and provisions will be included in the Contract.

35. Subcontractors

Bidders shall include a list of all Subcontractors in their Bid. Bids shall also include a statement of each Subcontractor's qualifications. The County reserves the right to reject the successful firm's selection of Subcontractors.

36. All Contractors will maintain insurance to protect Stafford County from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damage to property which may arise from operation under this Contract, whether such operation be by the Contractor, or anyone directly or indirectly employed by either Contractor or Subcontractor, such insurance to conform to the amounts as prescribed by law.

The insurance requirements are as follows:

The successful Contractor assumes and agrees to hold harmless, indemnify, protect and defend Stafford County against any and all liability for injuries and damages to Contractor himself and to Contractor's employees, Agents, Subcontractors and guests, third parties or otherwise, incident to or resulting from any and all operations performed by Contractor under the terms of this Contract.

The insurance specified shall be with an insurance company acceptable to the parties hereto and licensed to do business in the State of Virginia. All insurance must be obtained before any work is commenced and kept in effect until its completion.

Minimum insurance requirements are as follows:

1. Workers' Compensation.
2. Automotive Liability: Bodily injury and property damage insurance shall have limits of \$2,000,000 combined single limits.
3. Comprehensive General Liability in the amount of the limit required by Umbrella Excess Liability coverage, as specified below and including the following extensions:
  - (1) Personal Injury Liability Coverage
  - (2) Contractual Liability to cover the Contractor's indemnification obligations as
  - (3) Broad Form Property Damage, including Completed Operations
- 4.. Business Automobile Liability Insurance in the amount required by the Umbrella Excess Liability coverage, as specified below, and which will pay for liabilities arising out of accidents involving the ownership, operation, maintenance, or use of any motor vehicle, including the loading and unloading thereof.
5. Umbrella Excess Liability in the amount of \$5,000,000.

Prior to commencement of operations under the Contract, the Contractor shall furnish the County proof of insurance by the Accord Format for Certificates, or equal, signed by the authorized representative(s) of the insurer(s) and made out to the County. Certificate(s) shall include the insurer(s), policy number(s), policy expiration date(s),



and limits of liabilities in effect. All policies and certificates shall provide for thirty (30) days written notice to the County prior to cancellation thereof.

6. Additional Insured: The Stafford County Board of Supervisors, County Administrator, its officers, agents, employees, and volunteers shall be named as Additional Insured on the Automobile and Comprehensive General Liability coverage listed above.

### 37. References

The Owner reserves the right to check any and all references and shall consider any information received in the evaluation of the Bids.

The Contractor shall attach a list of references to this Bid that shall include the name, address, and telephone number of a contact person for all other companies and/or municipalities that the Contractor is currently performing, or has recently performed, similar services for.

Failure to comply may result in the Bid being deemed non-responsive and subject to disqualification.

### 38. Provision of Bid Withdrawal

- A. The Bidder of this project may, under certain circumstances, withdraw his Bid from consideration in accordance with Section 2.2-4330, Code of Virginia.
- B. Pursuant to Code Section 2.2-4330, Code of Virginia (2003), as amended, the Owner has elected to use the procedure for Bid withdrawal numbered one (1), which reads as follows:

“The Bidder must give notice in writing of his claim of right to withdraw his Bid within two (2) business days after the conclusion of the Bid opening procedure.”

- C. The above-referenced Code Section contains provisions that allow prosecution of any bidder who fraudulently withdraws or attempts to withdraw a Bid under this Code Section.

### 39. Opening of Bids

- A. Bids will be opened at the time and place designated in the advertisement for Bids. The person whose duty it is to open the Bids will decide when the specified time has arrived and no Bids shall be accepted thereafter.
- B. At the time for opening of Bids, their contents will be made public for the information of Vendors and others properly interested who may be present, either in person or by representatives.

- C. The Owner reserves the right to reject any Bid or all Bids and to waive informalities and to accept such Bids as are best suited to the interests of the Owner. The Owner reserves the right to award all or any part of this Bid to any one Vendor. In making an award, the Owner will take into consideration the facilities and technical experience of the Vendor.

40. Proof of Authority to Transact Business in Virginia

A Bidder or Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its Bid or Proposal the identification number issued to it by the State Corporation Commission. Any Bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its Bid or Proposal a statement describing why the Bidder or Offeror is not required to be so authorized. Any Bidder or Offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator ([https://cisiweb.scc.virginia.gov/z\\_container.aspx](https://cisiweb.scc.virginia.gov/z_container.aspx)).

41. W-9 Form

Each Bidder or Offer will submit a completed W-9 form with their Bid. In the event of a Contract award, this information is required in order to issue Purchase Orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

42. Subcontractors

Bidders shall include a list of all Subcontractors in their Bid. Bids shall also include a statement of each Subcontractor's qualifications. The County reserves the right to reject the successful firm's selection of Subcontractors.

43. Termination

Subject to the provisions below, the Contract may be terminated by the County upon advance written notice to the other party; but if any work or service hereunder is in progress but not completed as of the date of termination, then this Contract may be extended upon written approval by the County until said work or services are completed and accepted.

- A. Termination for Convenience - In the event that this Contract is terminated or canceled upon request and for the convenience of the County with the required three (3) months advance written notice, then the County shall negotiate reasonable termination costs, if applicable.
- B. Termination by the County for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provision; termination costs, if any,

shall not apply. The three (3) months advance written notice requirement is waived in the event of Termination for Cause.

44. Immigration Reform and Control Act of 1986

By accepting a Contract award, Bidder certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits the employment of illegal aliens.

45. The Contents of the Bid submitted by the successful Bidder and the Bid Specifications shall become a part of any Contract awarded as a result of these specifications. The successful vendor will be expected to sign a "Standard Contract for Services" with the Stafford County Board of Supervisors. Additional terms and provisions will be included in the Contract.

# **SLUDGE TRANSPORTATION MANAGEMENT SERVICES**

## **SPECIFICATIONS**

**BID #616164**

### **Part 1 - PURPOSE**

The intent of this Invitation to Bid is to obtain the services of a private Contractor to transport dewatered sludge from the Little Falls Run Wastewater Treatment Facility (LFRWWTF) to Contractor supplied, approved land application sites. Bidders must be prepared to begin transport of dewatered sludge from the two (2) wastewater treatment facilities on Friday, July 1, 2016.

### **Part 2 - SCOPE OF SERVICES**

The Contractor shall remove sludge from the LFRWWTF, transport and apply it to approved land application sites supplied by the Contractor. The sludge from the LFRWWTF will meet Class B pathogen and vector attraction reduction criteria.

A sludge storage facility exists at LFRWWTF. The Contractor may choose to store dewatered sludge on this pad and transport sludge from the pad to the approved land application sites on less than a daily basis. The Contractor shall be responsible for maintaining the sludge storage facility at LFRWWTF. All sludge stored at this facility shall be removed and transported to the land application sites on at least a monthly basis. This will ensure that storage capacity is available for situations when the application sites may not be available.

The Contractor shall be responsible for all reports, records, etc. required by the Virginia Department of Environmental Quality and/or the Virginia Department of Health. Copies of all reports sent to these agencies shall also be provided to Stafford County.

All work performed must be in accordance with Stafford County's Sludge Management Plan. The Contractor shall be responsible for complying with any and all applicable laws, statutes, regulations, ordinances, permits, and directives. He shall also be responsible for providing any and all labor, equipment, materials, permits, and other resources necessary to perform as required, except as otherwise indicated in these specifications.

### **Part 3 - LOCATION OF FACILITIES**

- **Little Falls Run Wastewater Treatment Facility** – 100 Michael Scott Lane (Off of State Route 3), approximately 5 miles east of the City of Fredericksburg. The facility operates 24 hours per day; however, it is staffed from 7:00 a.m. until 11:00 p.m. on weekdays and until 5:00 p.m. on weekends. Sludge dewatering equipment is normally operated between the hours of 7:00 a.m. and 11:00 p.m. on weekdays.

#### **Part 4 - CONTRACT TERM**

It is the intention of the County to award this contract for a one (1) year period. The County shall be permitted, but not obligated, to renew this contract for up to eight (8) additional years in increments of at least one (1) year each, with the appropriate CPI adjustments made in accordance with the provisions of Method of Determining Price. If either party elects not to extend the Contract, one notifies the other in writing at least six (6) months in advance of the expiration of the initial term, or each annual extension thereafter, that the contract will not be extended.

Multiyear Contracts may be continued each fiscal year only after funding appropriations approval have been granted by the Stafford County Board of Supervisors. In the event the Stafford County Board of Supervisors does not grant the necessary funding appropriation approval, then the affected multiyear Contract becomes null and void, effective July 1 of the fiscal year for which such approvals have been denied.

#### **Part 5 - CHARACTERIZATION OF THE SLUDGE**

Sludges from the wastewater treatment facility currently can be characterized as Class B sludges under EPA's 503 regulations meeting both the pathogen and vector attraction reduction criteria.

Results for the most recent sludge analyses from the LFRWWTF can be found in Appendix A of this document.

The wastewater treatment facility sludges are dewatered by centrifuge and are generally in the eighteen percent to twenty-four percent (18% to 24%) dry solids range.

#### **Part 6 - ESTIMATED QUANTITY**

It is estimated that approximately five thousand five hundred (5,500) wet tons of dewatered sludge will need to be transported from the LFRWWTF during the initial year of the contract. Based upon past experience, the annual volume should increase at five percent to ten percent (5% to 10%) per year.

#### **Part 7 - SCHEDULE OF OPERATION**

Normally, the sludge dewatering equipment at the LFRWWTF is operated Monday through Friday only. At times, operational difficulties, equipment failure, or other problems may occur. These factors may reduce or increase the volume of sludge to be transported. Stafford County may find it necessary to limit the number of days per week that sludge can be removed, temporarily cease operations, or restrict the quantity of sludge to be removed without liability. Likewise, Stafford County may increase the

quantity and/or frequency of sludge removal as necessary without liability. However, Stafford County shall make every effort to provide the Contractor with notice of these changes as soon as they are known to the County.

## **Part 8 - EQUIPMENT AND TRANSPORTATION**

The Contractor shall be responsible for providing equipment to load dewatered sludge stored on the storage facility pad at the LFRWWTF into transport equipment. The County shall be responsible for transporting dewatered sludge from the dewatering equipment to the storage pad. The Contractor shall have the option of providing trailers, roll-offs, etc. to directly receive the dewatered sludge as it comes off the centrifuge conveyor should he desire to bypass the storage facility and transport directly to the approved application sites.

Transport vehicles shall consist of types approved for this application by the County and State regulatory agencies. General requirements for vehicles hauling sludge are that the vehicles have watertight bodies and that they are properly equipped and fitted with seals and covers to prevent spillage or drainage. The Contractor's equipment shall be compatible with the County's loading area and loading equipment and shall be maintained in a condition acceptable to the County.

**A site visit is recommended prior to Bid submission.** All bidders should make an on-site inspection to become completely familiar with the existing conditions and other factors which may affect the work. No pleas of ignorance of conditions that may exist or hereafter exist as a result of the failure to make the necessary investigation shall excuse the Bidder from performance in accordance with its Bid and the resulting Contract. Contact Janet Spencer, Deputy Director of Utilities, at (540) 658-8620 to make arrangements.

Each vehicle shall be assigned its own particular identification number which shall be displayed in a permanent, clearly visible manner satisfactory to the County. This number shall be displayed in the same manner on each vehicle and must be readily visible from either side of the vehicle.

The vehicles shall be cleaned as often as necessary to prevent the deposit of sludge on the roadways. This shall include, but not be limited to, external surfaces, wheels and undercarriages.

It shall be the responsibility of the Contractor to maintain the interior of the transport vessel in such a manner as to prevent sludge buildup which would cause the empty weight of the vehicle to be in excess of that for which it is permitted. The County 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 sludge in all weather conditions, whenever the sludge is

made available, and 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 and/or provisions necessary to satisfy the requirements of this Contract. 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 manner.

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 order a cut-off at such time as to insure a legal weight.

The route by which the transport vehicles travel and the manner of loading and unloading sludge shall be as specified by the County.

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

Should a loaded sludge transport vehicle experience a mechanical breakdown while en route to the disposal site or the storage facility, 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 disposal or storage site for the proper removal of the sludge. This shall be the sole responsibility of the Contractor and carried out at his expense.

When a breakdown causes a vehicle to be removed from normal service, the Contractor shall supply a backup unit which meets all the criteria set forth in this document.

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

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 eventuality which may be created by peak periods of sludge production.

## **Part 9 - EMPLOYEES' CONDUCT**

All drivers must be and remain qualified by the appropriate jurisdiction(s) and upon the pertinent equipment and shall provide the County with proof of same on an annual basis or upon appropriate request by the County to do so. Drivers shall conduct themselves to the satisfaction of the County.

While on County property, the employees of the Contractor are required to observe the safety, health, and work rules of the County.

As a public employer with a special responsibility for the health and welfare of its customers and employees, the County is committed to a DRUG FREE WORKPLACE. Onsite drug/alcohol use, possession or sales will not be tolerated. The County works closely with the Sheriff's Department in eliminating any suspected drug violations. The Contractor is required to inform his employees of the County drug-free policy and their expected adherence to those policies while on County property.

The County reserves the right to search any vehicles on County property at the County's discretion.

#### **Part 10 -SPILLS & CLEAN-UP**

The Contractor shall keep his hauling route, equipment, and work area neat and clean and shall bear all responsibility for the clean-up of any spill which occurs during the transporting of sludge.

The Contractor shall be responsible for the immediate notification of the County should any spill occur.

The clean-up of any sludge which is 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.

Should the Contractor fail to satisfactorily and expeditiously clean up any spill which may occur, the County reserves the right to clean up such spill, or arrange for its clean-up, and shall charge all costs thereof or related thereto back to the Contractor.

#### **Part 11 -WEIGHING & SCALES**

Each load of sludge shall be weighed on a certified scale acceptable to the County. The weight of each load shall be recorded on a ticket, a copy of which shall be issued to the driver of the transport vehicle, and shall serve as the basis of payment. A copy of each ticket shall be submitted to the County within twenty-four (24) hours and shall be retained by the County for verification of billing accuracy.

#### **Part 12 -MEASUREMENT & PAYMENT**

As stated in Part 11 above, the weight of dewatered sludge transports, as recorded on each individual ticket, shall be the basis for payment for services provided under this contract. Payment shall be made on a monthly basis for the actual number of wet tons of dewatered sludge or gallons of liquid sludge transported the prior month. The Contractor shall submit to the County an invoice consisting of a compiled listing of all hauling tickets including the ticket number, date of haul, scale weights (for dewatered



sludges), etc. This listing will be verified by the County against its copies of the weight tickets, and then the appropriate payment will be issued to the Contractor. Any costs incurred by the County with regard to the clean-up of spills necessitated by the Contractor's failure to quickly and satisfactorily do so will be deducted from any monies due the Contractor on the next monthly bill. An accurate accounting for said costs will be sent to the Contractor at the time of his payment from which the monies have been withheld.

### **Part 13 – CERTIFICATION OF BIOSOLIDS**

The County certifies that the biosolids provided to the Contractor shall meet all requirements for beneficial reuse of Class B biosolids as set forth in the 40 C.F.R. Part 503 and the Virginia DEQ Biosolids Use Regulations (BUR). In the event any biosolids presented for hauling or hauled by Contractor are determined to be non-conforming, the Contractor may refuse to haul such biosolids or return to the County any such biosolids already hauled. The Contractor agrees to cooperate with the County to find alternative means of disposal for any hazardous or unacceptable biosolids at the County's expense.

# **SLUDGE TRANSPORTATION MANAGEMENT SERVICES**

## **SPECIAL TERMS**

**BID #616164**

### **SPECIAL TERMS AND CONDITIONS**

#### **1. Performance and Payment Bonds**

Prior to the award of the Contract, the successful Bidder shall provide an acceptable performance and payment bond in the amount of one-hundred percent (100%) of the estimated yearly dollar Contract value.

The successful Bidder shall furnish a performance bond in the full amount of the Contract price in accordance with Chapter 312, Act of General Assembly 1970, State of Virginia, Section 2.2-4337. The Contractor is required to conform to the provisions of Section 2.2-4337, Code of Virginia, as enacted in 1910, with regards to payment bonds required of Subcontractors before entering into any agreement to Subcontract any part of the work to be done under this Contract.

#### **2. The County's Rights**

The County reserves the right to Contract with another firm for the transportation of sludge at any time when the Contractor fails to transport same for any reason for any one (1) working day. Any cost in excess of the payments which the County is relieved from making to the Contractor by reason of such non-performance imposed upon the County for performance of work by the County itself or a substitute Contractor shall be billed back to the Contractor.

In addition to the charge-back above described, liquidated damages shall be assessed against the Contractor at a rate of One Thousand five Hundred Dollars (\$1,500) per day for each day during which the County is forced to seek or secure substitute services.

The County shall be permitted to terminate the agreement with the Contractor in the event the Contractor is in default under any term of its agreement with the County. In the event of a default or failure to perform any obligation required of the Contractor, the County shall notify the Contractor of such default in writing and shall provide an opportunity to cure such default or failure to perform within thirty (30) days from the date of such notice. In the event the Contractor fails to cure such default, the County shall be permitted to terminate the Contract with the Contractor, obtain alternate disposal of the sludge, and recover the cost thereof and damages as noted above.

### **3. Method of Determining Price**

Bidders shall submit a unit price per wet ton or gallon of sludge transported to approved land application sites. The Bid price shall include all costs, overhead, and profit including monitoring requirements to the Contractor in fulfillment of this Contract and no other charges or fees shall be billed to the County under this Contract.

All taxes, fees, surcharges, testing or other requirements of any jurisdiction or entity concerned with the disposal of this sludge, precipitated by this Contract, which are in place at the time of this Bid must be included in the prices quoted.

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 Bid price adjusted by seventy-five percent (75%) of the increase in the CPI from the award of the Contract to the anniversary date at the time the Contract is renewed.

For the purposes of this Contract, the CPI is defined as the Consumer Price Index for the Washington, D.C./Baltimore Statistical Area, All-Items for Urban Wage Earners and Clerical Workers, as published by the United States Department of Labor. The base index shall be established at the time of the execution of the Contract and shall be the last published index closest to the date of the Contract. For purposes of adjustment, the CPI used for each subsequent year shall be that published for the corresponding date of each subsequent, and then current, year.

### **4. General Information about Bidders**

In order to adequately evaluate each Bidder's ability to meet the requirements of this Invitation for Bid, the following information will be considered in the award process:

- A. A list of all rolling stock proposed to be dedicated to the performance of this Contract, including make, model, age and capacity of each trailer, roll-off, and/or dump truck.
- B. An inventory of all Virginia permitted sludge application sites and storage facilities. For each site, list the size in acres and its location.

**SLUDGE TRANSPORTATION MANAGEMENT SERVICES**

Sludge Analyses, average of 2015 testing values

**Little Falls Run**

Solids, % dry solids	17.24 %
Nitrogen, mg/kg	52,075
Phosphorus, mg/kg	32,225
Potassium, mg/kg	2,823
Copper, mg/kg	391
Zinc, mg/kg	1,027
Ammonia, mg/kg	8,505
Nitrate-Nitrite, mg/kg	< 2.0
Cadmium, mg/kg	2.0
Chromium, mg/kg	51
Nickel, mg/kg	24
Lead, mg/kg	19
pH	7.7
Arsenic, mg/kg	4.3
Mercury, mg/kg	5.3
Selenium, mg/kg	5.0
Molybdenum, mg/kg	7

**SLUDGE TRANSPORTATION MANAGEMENT SERVICES**

**QUOTATION SHEET**

**BID #616164**

**From Little Falls Run WWTF - estimated annual quantity of 5,500 wet tons \*\*:**

Land applied: \$\_\_\_\_\_ per wet ton

**\*\* All quantities are estimates. Actual quantities may be more or less than these estimates.**

**Number of rolling stock dedicated to this project:** \_\_\_\_\_  
(Attach list with make, model, age, and capacity of each trailer, roll-off, and or dump truck.)

**Number of Virginia permitted sludge application sites and storage facilities:** \_\_\_\_\_  
(Attach list of each site, size, and location).

Name of Firm: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

## REFERENCES

The proposer is required to state, in detail, in the space provided below what work of a character similar to that included in the proposed contract has been done, to give references and such other detailed information as will enable the County to judge his responsibility, experience, skill, and financial standing. Bids or proposals from Contractors inexperienced in this particular type of work will not be considered.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

### **SMALL AND MINORITY BUSINESS ENTERPRISES**

The Stafford County Procurement Code and relevant Federal and State Laws, Orders and Regulations, require the County of Stafford to ensure that its procurement practices are non-discriminatory and promote equality of opportunity for Small and Minority Business Enterprises.

#### **Definitions:**

##### **1. Small Business:**

For the purposes of this document a Small Business concern is one which, regardless of ownership or control:

- (a) does not exceed two-hundred and fifty (250) employees.; or
- (b) gross annual income does not exceed ten (10) million dollars; or
- (c) is independently owned and operated (not subsidiary of another firm).

##### **2. Minority Business:**

A business entity which is operated and controlled by a minority.

- (a) The terms "operated and controlled" shall mean that the managerial and official staff of this entity shall be comprised of minority persons, sufficient in ratio and gross earnings to demonstrate that the business transactions are, in fact, controlled by minority persons; and that the primary power, direct or indirect, to influence the management of this entity shall rest with minority persons or a corporation, partnership, or sole proprietorship in which minority persons collectively own, operate, control and share in earning of fifty one percent (51%) or more of such an enterprise.
- (b) A minority person shall mean Black, Hispanic; Asian or Pacific Islanders; American Indian or Alaskan Native; and women, regardless of races or ethnicity.

#### **PLEASE CHECK THE FOLLOWING INFORMATION RELEVANT TO YOUR FIRM:**

**Minority Business Firm:** Yes \_\_\_\_\_ No \_\_\_\_\_

**Small Business Firm:** Yes \_\_\_\_\_ No \_\_\_\_\_

The above information is requested for statistical purposes only. All firms tendering responses will receive equal consideration for award.

#### **CONTACT FOR ADMINISTRATION:**

**NAME:** \_\_\_\_\_

**ADDRESS (OFFICE):** \_\_\_\_\_

**TELEPHONE (OFFICE):** \_\_\_\_\_

**STAFFORD COUNTY  
STANDARD CONTRACT FOR SERVICES**

This Contract is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Board of Supervisors of Stafford County, Virginia, or its authorized agents, and the Contractor identified below for services identified herein, on the following terms and conditions. This Contract is prepared in accordance with Chapter 20 of the Stafford County Code.

**1. Definitions.**

(a) As used in this Contract, the term “County” shall mean the Board of Supervisors of Stafford County, Virginia, or the using department identified below and authorized by the Purchasing Regulations or other law to enter contracts. For purposes of this Contract, the “County” shall mean \_\_\_\_\_. (If this line is blank, the County shall mean the Board of Supervisors).

(b) As used in this Contract, the term “Contractor” shall mean:

2. Where brackets are provided beside any provision of this Contract, only those provisions which are marked shall apply. Such brackets shall be marked by the County as part of the bid process.

**3. Provision of Services.**

(a) The contractor hereby agrees to provide the following services to the County:

(b) The time, manner and place for performance of such services shall be:



4. **Time and Essence.**

Time shall be of the essence in this Contract, except where it is herein specifically provided to the contrary.

5. **County Obligations.**

(a) In return for the services identified above, the County shall pay the Contractor the following amounts:

[ ] (b) In addition to any provision of Paragraph 5 hereof, the Contractor agrees to grant the County a two percent (2%) discount for all invoices, provided that the County pays any invoice or other billing within ten (10) working days of receipt thereof.

6. **Termination for Convenience of the County.**

(a) The parties agree that the County may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or in part, whenever the County Administrator of Stafford County shall determine that such termination is in the best interest of the County.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the County Administrator or his/her designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Purchasing Officer of Stafford County; and

(v) use its best efforts to mitigate any damages which may be sustained by him as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six months after the effective date of their termination, unless one or more extensions of three months each are granted by the Purchasing Officer.

(e) The Purchasing Officer, with the approval of the County's signatory to this Contract, shall pay from the using department's budget reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered, or the service not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Purchasing Officer shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

(i) with respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(A) cost of work performed or supplies delivered;

(B) the cost of settling and paying any reasonable claims as provided in paragraph 6 (c) (iv), above;

(C) a sum as profit on (A) determined by the Purchasing Officer to be fair and reasonable.

(ii) the total sum to be paid under (i) above shall not exceed the contract price, as reduced by the amount of payments otherwise made, and as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Purchasing Office shall determine to be due under this clause, the Contractor may dispute any claim in writing to the County Administrator or his/her designee in accordance with Paragraph 15 of this contract concerning Disputes.

(h) When termination for the convenience of the County is a provision of this Contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provision shall bar the Contractor from any recovery from the County whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

## **7. Termination for Default**

Either party may terminate this Contract, without further obligation, for

the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

**8. Examination of Records.**

(a) The Contractor agrees that the County or any duly authorized representative, shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the County or any duly authorized representative shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation, or claims shall have been finally disposed of.

9. **Termination for Non-Appropriation of Funds.**

(a) If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Contract is entered into, for the purposes of this Contract, then the County may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the County shall be liable only for payments due through the date of termination.

(b) The County agrees that should it terminate in accordance with this Section, it shall not obtain services for six months which are substantially equal to or similar to those for which this Contract was entered into. This provision shall survive any termination of the Contract.

[ ] 10. **Insurance.**

The Contractor shall maintain insurance, in the amount and form set forth herein, to insure against the risks which are identified herein. The insurance required hereby shall be:

11. **Assignability of Contract.**

Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the County.

12. **Modifications or Changes to this Contract.**

(a) Change Orders. The Purchasing Officer, with the concurrence of the County's signatory to this Contract, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the

time of performance; provided that no Contractor shall be excused from performance under the then changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

(b) The Contractor need not perform any work described in any change order unless they have received a certification from the County that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(c) The Contractor shall make a demand for payment for changed work within thirty (30) days of receipt of a change order, unless such time period is extended in writing, or unless the Purchasing Officer required submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the County is prejudiced by such delay.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

[ ] 13. **Warranties.**

[ ] 14. **Additional Bond Security.**

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the County, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interest of the County and a person supplying labor and materials in the prosecution of work contemplated by this Contract.

**15. Disputes.**

Any dispute concerning a question of fact as a result of this Contract shall be decided by the County Administrator, or his/her designee, who shall render his/her decision in writing and mail or otherwise forward a copy to the Contractor within 90 days of the receipt of the claim. The decision of the County Administrator, or his/her designee, shall be final and conclusive unless the Contractor appeals the decision within six months of the date of the final written decision, by instituting legal action as provided in the Code of Virginia § 2.2-4364 (1950, as amended). The Contractor may not institute a legal action, prior to receipt of the County Administrator's, or his/her designee, decision on the claim, unless the County Administrator, or his/her designee, fails to render such a decision within the time specified.

The Contractor's contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator or his/her designee, no later than 60 days after the final payment; however, written notice of the Contractor's intention to file such a claim shall have been given at the time of the occurrence or beginning of the work upon which claim is based. Nothing herein shall preclude the Contractor from submission of an invoice for final payment within a certain amount of time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the invoice for final payment.

**16. Nondiscrimination.**

During the performance of this 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 reasonably

necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

[ ] 17. **Additional Terms and Conditions.**

18. **Integration Clause.**

This Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

19. **Legal Status**

All individuals performing work pursuant to this contract must be U.S. Citizens or possess documents that allow them to be employed and work in the United States.

20. **Faith-Based Clause.**

This public body does not discriminate against faith-based organizations in



accordance with the Code of Virginia Section 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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County Representative

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Title

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Contractor or Duly Authorized  
Representative

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Title

Revised 5/2015

