

**City of Reidsville, North Carolina**  
Request for Proposal  
For  
Wastewater and Water Plant Residuals Removal



**I. Purpose**

This **REQUEST FOR PROPOSAL** describes the requirements for the City of Reidsville's (the "City") residuals removal services. The City desires to Contract for the removal of residuals generated by its plants for a five-year period, subject to annual appropriation. Prices shall be quoted for the removal of sludge in thickened liquid form and dewatered form. Copies of the RFP may be obtained, on via download from the City's website at [www.ci.reidsville.nc.us](http://www.ci.reidsville.nc.us) through Friday, August 25<sup>th</sup>, 2017. Any questions regarding the RFP should be submitted by mail to:

**Kevin Eason, PE - Director of Public Works**

**1100 Vance Street**

**Reidsville, North Carolina 27320**

Questions and answers will be issued to all Proposers by addendum five (5) calendar days prior to the receipt of Proposals. Proposals submitted shall be enclosed in outer and inner envelopes, both of which shall be sealed and clearly labeled with the words:

**City of Reidsville, North Carolina**

**Proposal for Wastewater and Water Plant - Residuals Removal Services**

Proposals are due by 11:00 AM, local time, on September 1, 2017, at the Department of Public Works Office, located at 1100 Vance Street, Reidsville, North Carolina. At that time, proposals will be publicly opened and read aloud. The City reserves the right to reject any and all proposals, in whole or in part, and to waive minor informalities when, at its sole discretion, said action is deemed to be in the best interests of the City.

**II. Definitions**

**Acceptance:** All Contracts require proper acceptance of the described goods or services by the City. Proper acceptance shall be understood to include certification of acceptable performance of services by authorized representatives of the City to insure that the services are complete and are as specified in the Contract.

**Contract Documents:** The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.

**Contractor:** The successful Proposer is henceforth referred to as the Contractor. This term shall be used to identify the other party in a Contract with the City.

**Subcontractor:** Those having a direct Contract with the Contractor. The term includes one who furnishes labor or materials to the Contractor.

**Work:** The services contracted for

**City of Reidsville, North Carolina**  
Request for Proposal  
For  
Wastewater and Water Plant Residuals Removal



**Time:** In computing any period of time prescribed in this Contract, the day of the act, event, default, or mailing of notice, shall not be included. The last day of the period shall be included, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday. When a period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, or legal holidays of North Carolina, appointed by the President or Congress shall be excluded in the computation.

**III. Description**

The City of Reidsville hereby invites interested and qualified firm to submit proposals for residuals removal services for sludge generated by the operation of the City's wastewater and water treatment plants.

**a. Wastewater Treatment Plant**

The City operates a wastewater treatment plant located at 407 Broad Street. Wastewater treatment undertaken at the WWTF consists of screening, grit removal, extended aeration, secondary clarifiers, tertiary filtration, chlorination, and dechlorination. The WWTF currently produces approximately 13 million gallons of thickened sludge annually with an average solids content of 2.0 percent within a range of 2 to 4 percent. Detailed information on sludge quantity and sludge quality can be found in Attachment A. The City is in the process of finalizing improvements to the residuals dewatering process with the goal being to produce thickened sludge with an average solids content of approximately 4.0%.

**b. Wastewater Plant Special Requirement**

The Contractor shall be required to provide suitable containers, tank trucks and equipment for the sludge, including necessary vehicles for its removal from the WWTF. It is the intent of the City to ensure that the Contractor uses equipment that is serviceable, reliable, and in good repair. The City shall require evidence that the Contractor's equipment is suitable for the intended use, is currently serviceable, reliable, and in good repair, and can reasonably be expected to remain serviceable, reliable, and in good repair for the duration of the Contract. In the event of equipment failure, the Contractor shall, within 24-hours, repair the equipment and/or provide a replacement to insure that the removal of sludge is not delayed in excess of a 24-hour period. Containers must be watertight to effectively control and prevent the seepage of sludge from the containers.

**c. Water Treatment Plant**

The City operates a water treatment plant located at 278 Reid Lake Road. Water treatment undertaken at the WTF consists of alum coagulation supplemented by polymer filter aid, sedimentation, and sand filtration.

The most recent historical information in regards to residuals production at the water plant indicate that approximately 115 dry tons was removed in 2015 and 119 dry tons removed on 2017. Additional information regarding the water plant residuals can be found in Attachment A.



**d. Water Plant Special Requirement**

The Contractor shall be required to provide suitable containers, tank trucks and equipment for the sludge, including necessary vehicles for its removal from the WTP. It is the intent of the City to ensure that the Contractor uses equipment that is serviceable, reliable, and in good repair. The City shall require evidence that the Contractor's equipment is suitable for the intended use, is currently serviceable, reliable, and in good repair, and can reasonably be expected to remain serviceable, reliable, and in good repair for the duration of the Contract. In the event of equipment failure, the Contractor shall, within 24-hours, repair the equipment and/or provide a replacement to insure that the removal of sludge is not delayed in excess of a 24-hour period. Containers must be watertight to effectively control and prevent the seepage of sludge from the containers. Hauling must be continuous from the beginning to end weather permitting. The City will load dry sludge from drying bed to the Contractor's hauling equipment.

**IV. Residual Quantities**

The City does not guarantee production of a minimum quantity of sludge under this Contract. The data contained in Attachment A, regarding sludge quantity, is being provided for informational purposes only. The City does not warrant and/or represent that it is indicative of future sludge production. Since the amount of sludge to be removed is being based on historical information, all proposals should be governed by the following:

- a. The removal of sludge under this Contract is for a term of five (5) years. Contract will begin on January 1, 2018 and will expire at midnight on December 31, 2022.
- b. It can be assumed that the City will experience sludge production levels (dry tons) consistent with historical amounts during the term of the Contract.
- c. The projected volume and tonnage of sludge per year, based on 2013 - 2015 data, for this Contract is estimated as follows:
- d. Wastewater Plant
  - i. Tons of dry solids 750 dry tons per year
  - ii. Total volume of sludge (if thickened) 13 million gallons per year
- e. Water Plant
  - i. Tons of dry solids 120 dry tons per year or
  - ii. Total volume of sludge (if thickened) 1.4 million gallons per year

The Contractor is required to honor the prices for the removal of the residuals actually produced by the plants as long as they are within the solids range specified. Proposal costs for thickened sludge must be expressed in a cost per dry ton basis for disposal and a cost per gallon for round trip transportation. It is required that the Contractor commits to firm unit costs regardless of the degree to which actual tonnage and or gallonage falls short of or exceeds projected amounts.

It is the responsibility of each Contractor, before submitting a Proposal, to visit the plants to become familiar with local conditions that might affect cost, progress, performance or furnishing of sludge removal services. Before submitting a Proposal, each Contractor shall at their expense make and/or obtain any additional examinations, investigation, tests and studies and obtain any additional information and data which may affect cost, progress, performance or furnishing of sludge



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removal services and which the Contractor deems necessary to determine its cost for performing such services in accordance with the terms and conditions of the contract documents.

## **V. Permits**

The successful Contractor shall be responsible for the cost of and obtaining all permits required for the transportation and disposal of the City's sludge.

## **VI. SPECIFICATIONS**

### **a. General Information**

#### **i. Existing Wastewater Treatment Facilities**

The City owns and operates a 7.5 million gallon per day (mgd) WWTF that currently treats an average flow of approximately 2.5 mgd. Primary sludge generated in the wastewater treatment process is stored in holding tanks; waste activated sludge generated at the facility is thickened with a rotary drum thickener and stored in the aforementioned holding tanks. After treatment, effluent is discharged to the Haw River. The treatment process utilized, either year round or seasonally, includes physical, chemical, and biological systems. The treatment processes include:

1. Screening for the removal of large objects,
2. Grit removal,
3. Extended aeration for ammonia and BOD removal,
4. Secondary clarifiers,
5. Disinfection using chlorine followed by dechlorination using sulfur dioxide,
6. Aluminum sulfate or polyaluminum chloride is added year round for phosphorus removal,
7. 25% Sodium hydroxide (Caustic) is also added to increase the pH of the aeration basin when it gets low.
8. Existing Water Treatment Facilities

#### **ii. Existing Wastewater Treatment Facilities**

The Water Treatment facility operates 24 hours per day, 7 days a week. It is a conventional water treatment plant rated at 9MGD of finished water. Sludge is produced from backwashing and cleaning of sedimentation basins and flocculators.

**City of Reidsville, North Carolina**  
Request for Proposal  
For  
Wastewater and Water Plant Residuals Removal



The sludge is delivered to two 600,000 gallon lagoons. Supernatant from the lagoon is delivered to little troublesome creek. The remaining sludge is removed directly from the lagoon or dredged to the drying beds where polymer is added.

**b. General Scope**

The pickup point to be used by the successful Contractor for the term of the Contract shall be the plant. The successful Contractor's services shall generally consist of sludge transportation to approved disposal sites and subsequent disposal of the thickened sludge or dewatered sludge.

**c. Pick-up frequency**

The plants operate 24 hours per day, 7 days a week. The response time for pick-up of loads must be immediate so as to minimize back up of sludge in the facility. The successful Contractor will be responsible for the removal of these materials to approved disposal site(s). The successful Contractor shall have available sufficient reserve tankers/containers to provide for unforeseen surge in flow, transportation difficulties or other adverse contingencies. The anticipated loading time for a 9,000-gallon tank truck is estimated at 45 minutes.

**d. Pick-up Days and Times**

The successful Contractor shall make pick-ups with sufficient frequency to assure that no sludge back-ups occur at the WWTF. Pickup shall be made Monday through Saturday from 7:00 AM to 5:00 PM local time, unless otherwise requested by the City. The City or its designee shall determine if sludge back up has occurred and when such back-ups shall cause adverse effects to the treatment process. In such cases the City or their designee shall notify the successful Contractor of such a condition and the successful Contractor must respond and dispatch an appropriate number of vehicles within 24 hours of notification. Failure to respond will result in the City taking appropriate actions to comply with its federal and state discharge permit which may include but not be limited to hiring alternative transportation and disposal services and back charging the successful Contractor's account.

**e. Materials for Which Successful Contractor Is Responsible**

The successful Contractor will be responsible for the removal of all sludge as defined herein. Sludge shall not be allowed to be further thickened on-site by the successful bidder.

**f. Materials for Which the Successful Contractor Is Not Responsible**

The successful Contractor will not be responsible for hazardous and radioactive waste determined under state and federal laws.



**g. Contract Payment Schedule:**

All payments shall be subject to appropriation by the City on an annual basis.

Shortly following the beginning of the City's fiscal year beginning July 1<sup>st</sup> of each year, the Contractor will be issued a blanket purchase order for management of the WWTP residuals for an amount equal to the estimated cost of the service for the next 12 months. The City will issue separate PO's, as necessary, for the management of the WTP residuals throughout the year.

Payment for each load for the transportation and disposal of the sludge shall be based on the average solids content. Documentation of weight shall be calculated from a composite sample of at least three (3) grab samples taken at the beginning, midpoint and end of each container being filled. The successful Contractor will collect and analyze the grab samples. Billing will be based on the data generated. The successful Contractor shall split samples with the WWTF laboratory. The WWTF laboratory may request to review the analytical procedure. The procedure shall be for total solids as specified in the latest edition of "Standard Methods for the Examination of Water and Wastewater" or any other methodology agreed upon by the City. If the split sample results differ significantly, the Contractor shall notify, in writing, the City immediately. Any changes in the billing procedure shall be requested in writing and agreed upon by both parties.

Actual payment for the above identified services shall be paid monthly by the City based upon appropriately documented billings by the successful Contractor.

The successful Contractor shall perform the work and provide all services under the Contract and shall not be entitled to any compensation in addition to the amount provided under the Contract for the term of the Contract.

**h. Spillage of Materials**

If at any time materials covered under this Contract are spilled onto a street or any property, whether publicly or privately owned, by the successful Contractor or any of its subcontractors, or the contents of the truck are spilled or illegally dumped onto a street or property, whether publicly or privately owned, the successful Contractor shall clean up the spilled or illegally dumped matter immediately. The materials shall be cleaned up sufficiently so as to restore the cleanliness of the property and the safety of the occupants, and the successful Contractor shall pay all costs, including City costs for legal services, fees, fines and penalties associated with the spillage or dumping. All spills shall be reported to the appropriate water pollution control regulatory agency located in the state where the spill occurred.

**i. Right of Offset**

If the City incurs expenses and/or damages as a direct result of the successful Contractor's improper performance of the Contract or the successful Contractor fails to perform under the Contract, the City has the right to reduce any monthly payment by the amount, hereinafter referred to as the offset, of incurred expenses and/or damages on a prorated basis for each day of nonperformance. The City shall hold the offset in escrow and shall notify the successful Contractor in writing within seven days the specific reasons for and the amount of any such offset. If the successful Contractor does not object in writing within 15 days of receipt of notification of the offset, the successful Contractor will be deemed to have waived any

**City of Reidsville, North Carolina**  
Request for Proposal  
For  
Wastewater and Water Plant Residuals Removal



right or claim to the offset. If the successful Contractor does object in writing within 15 days of notification, the City shall hold the offset in escrow until the matter is resolved pursuant to the terms of the Contract.

**j. Reports**

The successful Contractor shall prepare and submit to the City, with each billing for the same period, monthly reports which shall contain the following, as applicable:

1. An up-to-date log of collections from the WWTF and delivery to the disposal site(s) indicating pick-up date, time, volume, percent solids, disposal site, mileage and load number and
2. Make immediate reports to the City whenever contamination has occurred as a result of spillage or by other means.
3. The Contractor shall be responsible for all permitting and annual reporting due to the State of North Carolina and any other regulatory authorities.

**k. Insurance Requirements**

The successful Contractor must obtain and maintain during the entire contract period at Contractor's expense insurance coverage as set forth in Attachment B. In addition, during the entire Contract period, at its own expense, the successful Contractor shall maintain for all its employees all Workers Compensation coverage required by North Carolina Law.

**l. Indemnification**

The successful Contractor acknowledges that it is an independent contractor responsible for its own acts and performance, including acts of its employees and performance of its equipment. In addition to maintaining the required insurance, the successful Contractor shall defend, hold harmless, and indemnify the City, its officials, officers and employees and its representatives against all claims and suits, even if frivolous, and from liability or judgments arising out of or concerning the Contract or the performance of the Contract.

**m. Permits and Licenses**

The successful Contractor, at its own expense, shall obtain and maintain throughout the entire Contract period, all permits, licenses and approvals necessary or required for the successful Contractor to perform the work and services described herein.

**n. Certification of Tax Compliance**

The successful Contractor must include a certification of tax compliance as required by applicable North Carolina General Laws.



**o. Changes to the Contract**

The City and the Contractor may agree to make changes to the Contract. All changes to the Contract shall be in writing and shall be signed by both parties.

**p. Breach of Contract**

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the City shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract including damages and specific performance, and the right to select among the remedies available to it by all of the above.

**q. Statutory Compliance**

1. This contract will be construed and governed by the provisions of all federal, state and local laws and regulations; and wherever any provision of the REQUEST FOR PROPOSAL conflict with any provision or requirement of state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of General Laws are incorporated by reference into this Contract. This contract is subject to North Carolina general laws:
2. Wherever applicable law mandates the inclusion of any term and provision into a municipal Contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this contract shall be inconsistent with any law or regulation limiting the power or liability of cities and City, such law or regulation shall control. This contract is to be governed by the laws of the State of North Carolina.
3. The Contractor shall give all notices and comply with all laws and regulations bearing on the performance of the Contract. If the Contractor performs the Contract in violation of any applicable law or regulation, the Contractor shall bear all costs arising there from.
4. The Contractor shall keep itself fully informed of all existing and future State and National Laws and Municipal By-laws and regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work and of the materials used in the work or in any way affecting the conduct of the work. If any discrepancy or inconsistency is discovered in this REQUEST FOR PROPOSAL for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the City. It shall, at all times, itself observe and comply with, and shall cause all its agents, employees and Subcontractors to observe and comply with, all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the City, and its duly appointed agents against any claim or liability arising from, or based on, any violation, whether by it or its agents, employees or Subcontractors, or any such law, by-law, regulation or decree.



**r. Conflict of Interest**

Both the City and the Contractor stipulate to the applicability of the State Conflict of Interest Law, and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated its applicability to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the City that neither it nor its agents, employees, or subcontractors are thereby in violation.

**s. Certificate of Non-Collusion**

This Contract is contingent on the Contractor's execution of a Certification of Non-Collusion.

**t. Discrimination**

The Contractor will carry out the obligation of the Contract in full compliance with all of the requirements imposed by or pursuant to North Carolina Laws Against Discrimination and any executive orders, rules, regulations, and requirements of the State of North Carolina as they may from time to time be amended.

**u. Assignment**

Assignment of this Contract by the Contractor is prohibited, unless assignment is provided for expressly in the Contract documents.

**v. Condition of Enforceability Against the City**

This Contract is only binding upon, enforceable against, the City if:

1. The Contract is signed by the City; and
2. Endorsed with approval by the City's Financial Officer as to appropriation and availability of funds.

**w. Corporations**

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the City unless and until the Contractor complies with this section. If the corporation is a foreign corporation (i.e., non-North Carolina corporation), a Certificate issued by the Secretary of the State must be provided certifying that the corporation is registered with the Secretary's Office as a foreign corporation authorized to do business in North Carolina.



**x. Notices**

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth in the Contract, and to the City by being sent to the Department of Public Works.

**y. Binding on Successors**

This Contract shall be binding upon the Contractor, its assigns, transferee, and/or successors in interest (and where not corporate, the heirs and estate of the Contractor).

**VII. SUBMISSION TERMS AND REQUIREMENTS**

Proposals will be publicly opened and recorded at date and time ("the deadline") and at the place, as follows:

Proposals due Date and Time: Thursday, September 1, 2017 at 11:00 AM

Opening Date and Time: Thursday, September 1, 2017 at 11:00 AM

Location for Delivery of Proposals and Opening of Proposals:

City of Reidsville Department of Public Works

1100 Vance Street

Reidsville, NC 27320

- a. No Pre-Bid conference will be held. It is the responsibility of each Contractor to visit the facilities before submitting a proposal to become familiar with local conditions that might affect cost, progress, performance or furnishing of the work. Such a visit shall be scheduled through contact with the City's WWTP Superintendent Ben Bani ([bbani@ci.reidsville.nc.us](mailto:bbani@ci.reidsville.nc.us)) and the City's WTP Superintendent Scott Jewell ([sjewell@ci.reidsville.nc.us](mailto:sjewell@ci.reidsville.nc.us)).
- b. The City reserves the right to reject any and all Proposals in whole or in part, and to waive informalities, when at its sole discretion it is deemed to be in the best interests of the City and to the extent permitted by law. Proposals shall be evaluated based on responsiveness to the criteria, terms and conditions contained in this REQUEST FOR PROPOSALS and its attachments. Failure to follow the instructions, meet the criteria, or agree to the terms and

**City of Reidsville, North Carolina**  
Request for Proposal  
For  
Wastewater and Water Plant Residuals Removal



conditions contained in this REQUEST FOR PROPOSALS may be cause for rejection of the proposal as non-responsive.

- c. All Proposals shall be submitted to the City, as and where set forth above, on or before the deadline. Proposals and unsolicited amendments to Proposals received by the City after the deadline will not be considered, and requests for extensions of time will not be granted. Contractors who mail Proposals should allow sufficient time for receipt by the City by the deadline.
- d. All Proposals shall be signed in ink by the Contractors. If the Contractor is a corporation, the authority of the individual signing shall be endorsed upon, or attached to, the Proposal and certified by the clerk of the corporation. All Proposals submitted shall be binding for a minimum period of sixty (60) calendar days following the opening of Proposals. The City shall have the option to return bonds for all but the three (3) lowest Proposals. Proposals submitted to the City shall be securely kept and shall remain unopened until deadline and the Proposal opening.
- e. Proposals, once submitted, may, upon receipt by the City of a written request of the Contractor prior to the deadline, be withdrawn or amended. If amended, resubmission of the Proposal shall comply with all requirements of this REQUEST FOR PROPOSAL.
- f. Negligence on the part of the Contractor in preparing the Proposal confers no right of withdrawal after the deadline. The City does not assume any responsibility for errors, omissions, or misinterpretations that may have resulted in whole or in part from the use of incomplete Proposal documents. Any Contractor finding an ambiguity, inconsistency, or error shall promptly notify the City in writing.
- g. If it becomes necessary to revise any part of this REQUEST FOR PROPOSAL or if additional data are necessary to enable an exact interpretation of provisions, such addenda will be provided to all Contractors who have requested this REQUEST FOR PROPOSAL. No addenda, other than an unforeseen postponement of the deadline, will be issued within the immediate three (3) business day period prior to the deadline.
- h. Questions and inquiries will be accepted from any and all Contractors and must be in writing. All questions shall be received, by the City at least six (6) calendar days in advance of the deadline. Questions will be answered in writing and both questions and answers will be distributed to all Contractors who receive the REQUEST FOR PROPOSAL.
- i. By submitting a Proposal in response to this REQUEST FOR PROPOSAL, the Contractor shall be deemed to have certified that no officer, agent, or employee of the City has a direct or substantial financial interest in the procurement, that the proposal is submitted in good faith and exclusively on Contractor's own behalf, without fraud, collusion or connection of any kind with any other Contractor for the same work or with any undisclosed party. Contractor will be required to execute the CERTIFICATE OF NON-COLLUSION contained in this Contract, which shall be filed with the Office of the Inspector General.
- j. All terms and provisions contained in the legal notice of this Contract, appearing as "REQUEST FOR PROPOSALS" (a copy of which appears at the front of this document) are incorporated by reference into this REQUEST FOR PROPOSAL.
- k. Contractors may add additional stipulations or otherwise qualify their Proposals, but the City shall retain the sole right to judge the importance of any such stipulation or qualification. If the City determines that the stipulation or qualification is not in its best interest and/or is materially unacceptable, and if the Contractor does not clearly indicate this to be an alternative for consideration, the City reserves the right to reject such Proposal.
- l. The price(s) shall be written both in words and figures, and in the case of a discrepancy between the two, the amount in words shall govern.

# City of Reidsville, North Carolina

Request for Proposal

For

Wastewater and Water Plant Residuals Removal



- m. It is understood, agreed upon and made a part hereof, and shall be a part of the Contract, that the Contract entered into between the City and the Contractor shall not be assigned or assignable by the Contractor by way of subcontract or otherwise, unless or until the City shall have first assented thereto in writing.
- n. All Proposals must be submitted on the "Proposal Form" contained in this REQUEST FOR PROPOSAL.. Contractors must fill out all pages of the Proposal Form, must provide all information requested therein, and must provide a "Disposal Site Certification (for each disposal site) signed by duly authorized signatures. All blanks must be filled in with the information requested or with a notation "N/A" where for not applicable. All Proposals must be signed by a duly authorized representative of the Contractor.
- o. All endorsements, when countersigned by the City, are made a part of this REQUEST FOR PROPOSAL and are subject to all of the terms and provisions hereof and of any prior endorsements hereto.
- p. The Contractor acknowledges and agrees to responsibility as an independent contractor for all operations under this Contract and for all agents hereunder, and agrees to indemnify and hold harmless the City, its officers and employees from any loss, damage, cost, charge, expense and claim, which may be made against it or them or to which it or they may be subject by reason of any alleged act, action, neglect, omission, or default on the part of the Contractor or any of its agents or employees, and will pay promptly on demand all costs and expenses of the investigation and defense thereof, including attorneys' fees and expenses. And, if any claim is made, the City may retain out of any payments, then or thereafter due to the Contractor, a sufficient amount to protect it completely against such claim, costs, and expenses.
- q. The Contractor agrees that if at any time during the term of this Contract the City determines that the Contractor is negligently, incompetently, or unsafely performing the work or any part thereof, or is unable to the satisfaction of the City to perform the same, or is not complying with the direction of the City or its agents or is otherwise failing to perform this Contract in accordance with all of its terms and provisions, the City may, at its election at any time thereafter, terminate this Contract by giving written notice thereof to the Contractor specifying the effective date of such notice and thereupon, upon the date so specified, this Contract shall terminate; but upon such termination shall not prejudice or waive any rights of action which the City may have against the Contractor because of any default or failure in performance of this Contract up to the date of such termination, and the Contractor shall be liable to the City for any amount which it may be required to pay for labor and equipment for the removal of sludge during the remainder of the period covered by the Contract over and above the amount that would have been paid to the Contractor for the performance of the work during said period.
- r. The Contractor shall maintain an office and such other facilities through which the Contractor can be contacted. The Contractor shall have sufficient telephone service and shall have a responsible person in charge at the office from 8:00 a.m. to 5:00 p.m. on Monday through Friday. The Contractor will provide an answering machine or answering service to receive messages during non-office hours. In addition, the Contractor will provide and maintain off-hour emergency telephone contact person(s).
- s. The Contractor shall provide references, preferably from municipal or governmental employers, customers or clients who have used their services, together with a general history of the Contractor's business organization.



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## VIII. CRITERIA FOR REVIEW

Contractors shall be reviewed to determine whether or not they are responsive to the criteria, terms and conditions contained in this REQUEST FOR PROPOSAL. Failures to follow the instructions, meet the criteria, or agree to the terms and conditions contained in this REQUEST FOR PROPOSAL may be cause for rejection of the Proposal as non-responsive.

Proposals which are incomplete, not properly endorsed, or signed, or otherwise contrary to these instructions, may be rejected. Conditional Proposals will not be accepted.

The Contract may be awarded to the responsible and responsive Proposal submitting the lowest total cost for legal disposal of sludge. The City reserves the right to award the Contract or reject and all bids.

### a. Minimum Criteria for Responsibility

1. A minimum of five (5) years in the sludge disposal business.
2. Ownership of, or exclusive right to use, all equipment required to perform the scope of work as defined in this REQUEST FOR PROPOSAL.
  - a. Provide a list of equipment and staff designated to serve the Reidsville market.
3. Access to an Approved Disposal Facility with sufficient capacity to legally accept residuals from the City for the term of the Contract, commencing on the date specified herein. Contractor must demonstrate such access by providing a letter(s) of commitment to accept City residuals for term of agreement by officials at a site(s) with authority to bind.
4. Possession of all permits from any jurisdiction required for the ultimate legal disposal of the sludge.
5. Fiscal soundness of business, as evidenced in an analysis of the Contractor's Financial statements as prepared by an independent C.P.A. auditing firm. The following criteria will be minimum:
  - a. Capital to debt (current assets/current liabilities) ratio of at least 2:1, as evidenced by liquidity and activity ratios.
  - b. Debt to equity (total debt/shareholders) ratio maximum of 1: 1.
  - c. The City will consider indices of fiscal soundness other than those listed above if the City deems the alternate indices of fiscal soundness appropriate.
6. Currently under Contract with at least one (1) other municipality, governmental district, or other public agency to legally dispose of sludge.
7. Possession of or ability to obtain all permits required by any governmental authority with jurisdiction for sludge removal and legal disposal pursuant to this Contract.

# City of Reidsville, North Carolina

Request for Proposal

For

Wastewater and Water Plant Residuals Removal



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8. No record of any administrative orders, civil penalties, permit or license suspensions or revocations, or bond forfeiture actions brought by Local, State or Federal jurisdictions, currently in effect or pending, for work performed by Contractor which is similar, in the opinion of the City, to the work to be performed under this Contract.

**City of Reidsville, North Carolina**  
 Request for Proposal  
 For  
 Wastewater and Water Plant Residuals Removal



**b. Bid Items:**  
**i. Wastewater Treatment Plant**

Extended totals are based on 5 years of thickened sludge production. Provide cost for legal transportation and disposal of thickened sludge, for five (5) year period, subject to annual appropriation. Average sludge consistency of 1.5% with a range of 1.5% to 6.5%.

**PROGRAM PRICING FOR LAND APPLICATION-**

Item 1 - Haul Distance (one-way)	[\$/gallon]		
0-15 miles		\$	Per Gallon
15.1-30 miles		\$	Per Gallon
Item 2 – Cake Land Application	[\$/cubic yard]		
Dispose of Cake		\$	Per Cubic Yard
Item 3 - Bio solids & Soil Analysis	[Cost + X%]		
Markup on Analysis		%	Percent
Item 4 - Agricultural Lime -	{Cost + {X}%		
Markup on Lime		%	Percent
Item 5 – Lime Stabilization	[\$/gallon]		
Liquid Lime		\$	Per Gallon
Item 6 – Permitting Management	[\$/acre]		
Program Management		\$	Per Acre

**City of Reidsville, North Carolina**  
 Request for Proposal  
 For  
 Wastewater and Water Plant Residuals Removal



**ii. Water Treatment Plant**

Totals are based on 5 years of sludge production. Provide cost for legal transportation and disposal of thickened and/or dry sludge and , for five (5) year period, subject to annual appropriation. Average sludge consistency of 1.5% with a range of 1.5% to 6.5% for thickened and 60% for dry.

**PROGRAM PRICING FOR LAND APPLICATION-**

Item 7 - Haul Distance (one-way)	[\$/gallon]		
0-15 miles		\$	Per Gallon
15.1-30 miles		\$	Per Gallon
Item 8 - Bio solids & Soil Analysis	[Cost + X%]		
Markup on Analysis		%	Percent
Item 9 - Permitting Management	[\$/acre]		
Program Management		\$	Per Acre

**City of Reidsville, North Carolina**  
 Request for Proposal  
 For  
 Wastewater and Water Plant Residuals Removal



**iii. FUEL SURCHARGE**

Surcharges will increase based on the increments included in this scale. The price of diesel will be determined by the U.S. Retail On-Highway Diesel Prices Index (Lower Atlantic Region).

\$/gallon (diesel)	Surcharge per Load	\$/gallon (diesel)	Surcharge per Load
\$2.00 - \$2.24	\$	\$4.25 - \$4.49	\$
\$2.25 - \$2.49	\$	\$4.50 - \$4.74	\$
\$2.50 - \$2.74	\$	\$4.75 - \$4.99	\$
\$2.75 - \$2.99	\$	\$5.00 - \$5.24	\$
\$3.00 - \$3.24	\$	\$5.25 - \$5.49	\$
\$3.25 - \$3.49	\$	\$5.50 - \$5.74	\$
\$3.50 - \$3.74	\$	\$5.75 - \$5.99	\$
\$3.75 - \$3.99	\$	\$6.00 - \$6.24	\$
\$4.00 - \$4.24	\$	\$6.25 - \$6.49	\$

# City of Reidsville, North Carolina

Request for Proposal

For

Wastewater and Water Plant Residuals Removal



Please review this request and contact me with any questions or comments. I look forward to providing The City of Reidsville with the highest level service available in the industry well into the future, with the ability to adapt to your changing bio solids management needs. Please let me know your thoughts on this request and we will proceed accordingly. I look forward to hearing from you.

Respectfully submitted: \_\_\_\_\_ Date \_\_\_\_\_

(Signature and Title of Person Authorized to Sign Bid)

\_\_\_\_\_

(Name of Contractor)

\_\_\_\_\_

(Business Street Address)

\_\_\_\_\_

(Business City and State)

\_\_\_\_\_

Business Phone: \_\_\_\_\_

Business Fax: \_\_\_\_\_

(SEAL - If bid is by a corporation)

ATTEST \_\_\_\_\_



**NON-COLLUSION STATEMENT**

The undersigned certifies under the penalties of perjury that this proposal has been made and submitted in good faith without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, joint venture, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

Social Security # or Federal ID # \_\_\_\_\_

<b>Company</b>	<b>Date</b>
<b>Signature</b>	<b>Title</b>
<b>Address</b>	<b>Telephone(s)</b>

**City of Reidsville, North Carolina**  
 Request for Proposal  
 For  
 Wastewater and Water Plant Residuals Removal



**Attachment A**

**Wastewater Treatment Plant**

The Wastewater Treatment plant operates twenty four (24) hours per day, and seven (7) days per week. It produces liquid and cake sludge of approximately 3% and 19% solids respectively. The sludge consists of waste activated sludge only. The waste activated sludge is thickened by a rotary drum thickener and sent to a digester. From the digester, the thickened sludge is directly hauled for land application purposes or dewatered by a screw press to generate sludge cake. The primary disposal for both treatment methods is to haul the sludge to permitted land application sites in accordance with all applicable environmental laws, rules and regulations. In 2016, the wastewater treatment plant produced 621.73 dry tons sludge. The table 1 shows the summary of the sludge quality.

Table 1: Residual Analysis Data 2016, Source: EMA

Parameters	Conc. Limit (mg/kg)	Sample or Composite date					
		Liquid 1/5/2016	Cake 3/7/2016	Liquid 4/18/2016	Cake 6/29/2016	Liquid 7/14/2016	Liquid 10/7/2016
Percent solids (%)	NA	1.31	16.86	0.66	21.28	1.03	2.05
Arsenic	75	3	3	3	4	4	3
Cadmium	85	2	2	2	2	2	2
Copper	4300	163	147	61	147	139	5
Chromium	NA	34	41	23	37	36	5
Lead	840	25	22	10	26	21	5
Mercury	57	0.4	0.4	0.5	0.4	0.4	1.44
Molybdenum	75	6	5	5	6	6	5
Nickel	420	18	20	12	19	20	5
Selenium	100	5	5	5	5	5	5
Zinc	7500	368	320	174	349	328	396
Total phosphorus	NA	17300	16,600	11,400	17,300	20,000	14,900
TKN	NA	55,700	47,600	105,000	41,300	61,500	31,600
Ammonia-Nitrogen	NA	22,100	4,980	22,700	4,460	37,400	5,340
Nitrate and Nitrite	NA	2	2	2	2	2	728
Aluminum	-	15,600	21,900	52,300	24,300	19,500	20,600
Calcium	-	90,700	26,300	145,000	28,400	61,800	84,700

# City of Reidsville, North Carolina

Request for Proposal

For

Wastewater and Water Plant Residuals Removal



Magnesium	-	4,030	2,390	2,980	2,290	3,620	100
pH	-	9.27	7.98	11.59	8.09	8.02	10.15
Potassium	-	4,220	2,050	8,470	2,500	5,860	100
Sodium	-	9,400	1,700	14,200	2,160	8,920	7,960
SAR	-	0.95	1.1	0.82	1.53	0.96	1.08

## Water Treatment Plant

The Water Treatment facility operates 24 hours per day, 7 days a week. It is a conventional water treatment plant rated at 9MGD of finished water. Aluminum sulfate is the only coagulant used in the process. Sludge is produced from backwashing and cleaning of sedimentation basins and flocculators. The primary disposal for both treatment methods is to haul the sludge to permitted land application sites in accordance with all applicable environmental laws, rules and regulations. In 2016, the wastewater treatment plant produced 119.7 dry tons sludge. The table 1 shows the summary of the sludge quality.

Table 2: Residual Analysis Data October 2016, *Source: EMA*

Parameters	Conc. Limit (mg/kg)	Sample Date
		Liquid 10/7/2016
Percent solids (%)	NA	60.2
Arsenic	75	5
Cadmium	85	2
Copper	4300	251
Chromium	NA	109
Lead	840	8
Mercury	57	0.4
Molybdenum	75	9
Nickel	420	46
Selenium	100	5
Zinc	7500	46
Total phosphorus	NA	813
TKN	NA	2900
Ammonia-Nitrogen	NA	232
Nitrate and Nitrite	NA	76.1
Aluminum	-	37300
Calcium	-	944
Magnesium	-	521

# City of Reidsville, North Carolina

Request for Proposal

For

Wastewater and Water Plant Residuals Removal



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pH	-	6.32
Potassium	-	425
Sodium	-	172
SAR	-	0.86

**City of Reidsville, North Carolina**  
Request for Proposal  
For  
Wastewater and Water Plant Residuals Removal



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**Attachment B**

**Insurance Requirements**

During the term the Agreement, the Contractor shall maintain insurance coverages as follows:

1. Workmen's Compensation Insurance - as required by statutory law
2. General Liability Insurance - not less than \$2,000,000
3. Motor Vehicle Insurance - not less than \$2,000,000

If requested by the Owner, insurance certificates evidencing the above insurance coverages shall be provided by the Contractor at the time of signing the Agreement. In the event of cancellation of any of the above insurance coverages, the Contractor will provide not less than ten (10) days written notice to the Owner.