

TOWN OF WARRENTON, VIRGINIA

INVITATION FOR BID – DISPOSAL OF WASTEWATER TREATMENT PLANT BIOSOLIDS

IFB NUMBER: #13-002

CLOSING DATE: JUNE 20, 2012 AT 2:00 PM

ALL BIDS MUST BE RECEIVED BY THE CLOSING DATE AND TIME TO BE CONSIDERED

One (1) original and (1) copy of each bid, including the certification page, the bid sheet and any attachment/addendum, shall be mailed or delivered to the Purchasing Agent at the address below. All inquiries for information regarding procurement procedures, bid submission requirements, or other fiscal/administrative concerns shall be directed to:

Purchasing Agent
18 Court Street
Warrenton, VA 20188

Phone: 540-347-1102
Fax: 540-349-2414
e-mail: staff@warrentonva.gov

For technical information relating to this IFB, please contact:

Allen G. Chichester, Chief Operator
Warrenton Wastewater Treatment Plant
755 Frost Avenue
Warrenton, VA 20188

Phone: 540-347-1104
Fax: 540-349-2414
e-mail: achichester@warrentonva.gov

In compliance with this Invitation for Bid and all the conditions imposed herein, the undersigned offers and agrees to furnish the goods in accordance with the signed bid or as mutually agreed upon by subsequent negotiations.

Name and Address: _____ Phone #: _____

_____ Fax #: _____

Submitted by: _____ Date: _____
Printed name

_____ FEIN/SSN: _____
Signature

CERTIFICATION PAGE

RETURN THIS PAGE WITH BID SUBMISSION

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BACKGROUND

The Town of Warrenton is accepting bids from qualified vendors to pick up and dispose of wastewater biosolids, according to Virginia and Environmental Protection Agency guidelines, from the Town of Warrenton Wastewater Treatment Plant (WWTP).

SPECIFICATIONS

The following specifications shall govern this purchase:

- Contractor must provide all equipment necessary to load and haul both cake and liquid sludge.
- Contractor must provide all sampling and testing as required by EPA and the Commonwealth of Virginia. The Town will be responsible for Section 503 testing and reporting requirements.
- Contractor must be capable of hauling cake and/or liquids on an as needed basis.
- Contractor must be capable of handling generated amounts of cake sludge on a quarterly or biannual basis.
- Contractor must be capable of handling liquid sludge on a weekly or bi-weekly basis.

BIDDING

Contractors shall specify per ton and per gallon unit cost of disposal for each form of biosolid on the Bid Sheet, **Exhibit B**. This per unit price shall be fixed for a period of twelve months from date of award.

INITIAL CONTRACT TERM

The initial contract term will be twelve months from the date of contract award. The Town reserves the right to exercise an option to renew this contract, at agreed upon terms, for three additional one year terms.

PAYMENT TERMS

Terms are net, 30 days from date of invoice. Billings are to be made on a monthly basis. Date of invoice is defined as the date received by the Town of Warrenton or the date approved by the Town's WWTP Chief Operator, whichever is later.

GENERAL TERMS AND CONDITIONS

The General Terms & Conditions - Services, **Exhibit A**, attached hereto, shall apply to this purchase.

INSURANCE REQUIREMENTS

The contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

The contractor shall provide a certificate of insurance naming the Town of Warrenton as additional insured **and, if requested** a certified copy of said policy or endorsement(s) before commencement of contract. All insurance shall be placed with an insurer licensed to do business in the Commonwealth of Virginia. The underwriter shall be subject to the approval of the Town of Warrenton.

The contractor shall maintain limits no less than:

- a) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.
- b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- c) Workers' Compensation and Employers Liability: Worker's Compensation as required by the Code of the Commonwealth of Virginia and Employers Liability limits of \$1,000,000 per accident.

Performance and payment bonds with a value of 100% of the contract amount may be required of the successful contractor prior to commencing work.

CONSIDERATIONS

Current Estimated Yearly Cake	2000 tons
Currently Estimated Yearly Liquid	1,000,000 gallons
Typical range of % solids for liquid sludge	1.0-3.0
Typical range of % solids for cake sludge	15-20

All bids must be signed and sealed in an envelope plainly marked on the outside, "SEALED BID ON DISPOSAL OF WASTEWATER TREATMENT PLANT BIOSOLIDS TO BE OPENED JUNE 20, 2012 AT 2:00 P.M." and shall be forwarded to the purchasing agent.

Bids shall be opened and read aloud by the Purchasing Agent at the appointed hour and date in the presence of the WWTP Chief Operator, or his designee and such bidders or members of the public as choose to attend.

The Town reserves the right to reject any and all bids and waive all informalities. In the event the Town Manager chooses to reject all bids, the Town will readvertise or make the purchase on the open market in conformance with state code and established Town procedures. The Town, through its duly adopted policies, may reject any or all bids.

The Town of Warrenton does not discriminate on the basis of handicapped status in admission or access to its programs and activities. Accommodations will be made for handicapped persons upon prior request.

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EXHIBIT A

GENERAL TERMS AND CONDITIONS - SERVICES

1. **MANDATORY USE OF TOWN FORM AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Town form provided for that purpose shall be a cause for rejection of the bid/proposal. Return of the complete document is required. Modification or additions to any portion of the solicitation may be cause for rejection of the bid/proposal; however, the Town reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid/proposal as nonresponsive.
2. **PRECEDENCE OF TERMS:** In the event there is a conflict between the General Terms and Conditions and any Special Terms and Conditions for use in a particular procurement, the Special Terms and Conditions shall apply.
3. **CLARIFICATION OF TERMS:** If any prospective bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror should contact the Purchasing Agent or the individual whose name appears on the face of the solicitation no later than five days before the opening date. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Agent.
4. **TESTING/INSPECTION:** The Town reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
5. **PAYMENT TERMS:** Terms are net, 30 days from date of invoice. Billings are to be made on a monthly basis. Date of invoice is defined as the date received by the Town of Warrenton or the date approved by the WWTP Town's Chief Operator, whichever is later.
6. **INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the bidder/offeror direct to the payment address shown on the purchase order/contract. All invoices shall show the Town's IFB number and/or purchase order number.
7. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town, after due oral or written notice, may procure them from other sources and hold the bidder/offeror responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town may have.
8. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the bidder/offeror in whole or in part without the written consent of the Town.
9. **ANTITRUST:** By entering into a contract, the bidder/offeror conveys, sells, assigns and transfers to the Town of Warrenton all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town of Warrenton under said contract.
10. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids/proposals, all bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered

or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer, or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

11. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, all bidders/offerors certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended. They must also conform to the American Disability Act of 1990 and Section 11-51 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions in A and B, below apply:

- A. During the performance of this contract, the bidder/offeror agrees as follows:

The bidder/offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonable and necessary to the normal operation of the bidder/offeror. The bidder/offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The bidder/offeror, in all solicitations or advertisements for employees placed by or on behalf of the bidder/offeror, will state that such bidder/offeror is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting requirements of this section.

- B. The bidder/offeror will include the provisions of A. above in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

12. **INDEMNIFICATION:** Bidder/offeror agrees to indemnify, defend, and hold harmless the Town of Warrenton, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, services or equipment of any kind or nature furnished by the bidder/offeror, provided that such liability is not attributable to the sole negligence of the Town or to failure of the Town to use the materials, goods or equipment in the manner already and permanently described by the bidder/offeror on the materials, goods or equipment delivered. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

13. **DEBARMENT STATUS:** By submitting their bids/proposals, all bidders/offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Town of Warrenton, nor are they an agent of any person or entity that is currently debarred from submitting bids/proposals on contracts by the Town of Warrenton.

14. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The bidder/offeror shall comply with applicable federal, state and local laws and regulations.

15. **QUALIFICATIONS OF BIDDERS/OFFERORS:** The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the work/furnish the item(s) and the bidder/offeror shall furnish to the Town all such information and data for this purpose as may be requested. The Town reserves the right to inspect the bidder's/offeror's physical plant prior to award to satisfy questions regarding the bidder's/offeror's capabilities. The Town further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy the Town that such bidder/offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
16. **SAFETY:** All contractors and subcontractors performing services for the Town of Warrenton are required to and shall comply with all Occupational Safety and Health Administration (OSHA) and any other applicable rules and regulations. All contractors and subcontractors shall be 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.
17. **NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE:** The Town of Warrenton 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 Disability Act of 1990.

Specifically, the Town of Warrenton, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on 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.

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EXHIBIT B

BID SHEET

FORM OF BIOSOLIDS	COST PER TON FOR DISPOSAL	COST PER GALLON FOR DISPOSAL
CAKE	\$	N/A
LIQUID	N/A	\$

NOTE: To protect the Town of Warrenton and its contractors against severe fluctuations in the fuel market a fuel adjustment may be made to monthly billing dependent on the increase or decrease in diesel fuel costs for the month according to the NYMEX Diesel Index. The adjustment is based on wet tons hauled and the average price of fuel for the month. The adjustment will be shown on the invoice as a separate "Fuel Adjustment Charge".

Company Name

Date

Signature

Printed Name/Title

Address

Phone/Fax

City, State and Zip

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Checklist for Bid Submissions

IMPORTANT: The following items must be enclosed in a sealed envelope, clearly marked “**Sealed Bid on IFB 13-002 Disposal of Wastewater Treatment Plant Biosolids on June 20, 2012 at 2:00 P.M.**” in order for your bid to be considered responsive.

1. Original and one copy of completed Bid Sheet (Exhibit B), signed by an individual authorized to bind the organization.
2. Signed Certification Page
3. Bid bond in the amount of 5% of your total base bid. This can be a cash bond, surety bond or an irrevocable letter of credit issued by a bank with a main or branch office in Fauquier County.

Please contact the individual(s) listed on the Certification page of this IFB If you have any questions regarding the above documents.