



3501 Kishwaukee Street  
P.O. Box 7480  
Rockford, IL 61126-7480  
815-387-7400  
815-387-7538 (FAX)

Donald Massier, President  
Elmer Jones, Vice President  
Rick Pollack, Clerk/Treasurer  
Ben Bernstein, Trustee  
John Sweeney, Trustee  
Timothy S. Hanson, District Director

**INVITATION TO BID**  
**BIOSOLIDS UTILIZATION**  
**BID #18-207**

November 13, 2017

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

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Bid Due Time and Date:** 2:00 p.m., Friday, December 15, 2017.

**Bid Opening Time and Date:** Qualified bids will be opened at 2:00 p.m. on Monday, January 8, 2018.

*Bids will be accepted until the specified due date and time. Any bid delivered after the due date and time will be refused.*

**Bid Deposit/Bid Bond: NO**  
**Prevailing Wage: NO**  
**Performance Bond: NO**

**PLEASE MARK THE RETURN SEALED ENVELOPE:**

1. Bid Due Date and Time
2. Title of Job
3. Bid Number

**SEND BIDS TO:**

Rock River Water Reclamation District  
3501 Kishwaukee Street  
Rockford, IL 61109

**BIDS WILL NOT BE ACCEPTED BY FAX OR EMAIL.**

If the Illinois Department of Human Rights registration number has not been obtained, this number must be provided within 5 business days after the date of bid opening.

Bid results are available after contracts are awarded at the Regular Meeting of the Board of Trustees, held on the fourth Monday of the month. Please call 815-387-7425 or visit [www.rwrwd.dst.il.us](http://www.rwrwd.dst.il.us)

II  
GENERAL SPECIFICATIONS AND INSTRUCTIONS  
ROCK RIVER WATER RECLAMATION DISTRICT

INVITATION TO BID  
**BIOSOLIDS UTILIZATION**

**2.1 Bid Preparation**

Where applicable, the bidder shall submit his bid on the forms the District provides in this document. **The bidder shall complete all applicable blanks.** He may submit additional information, as he believes necessary on his stationery, under signature of the authorized representative who completes this document's forms.

If this Invitation to Bid contains inconsistencies between sections, Section III - Detailed Specifications shall supersede Section II - General Specifications, which shall supersede Section I - Notice. **No warranty is made or implied as to information contained in these specifications.**

An authorized officer or individual must sign the bid. Authorized signature must be the individual owner of a proprietorship, a general partner of a partnership, or the corporation officer whose title is affixed and is authorized to sign for the firm.

All prices and notations shall be in ink or typewritten. The respondent may cross out mistakes and type corrections adjacent to the point of error. The person who signs the bid shall initial such corrections, in ink. **If the District finds a bidder's entry to be illegible, at its sole discretion, it may reject the bid.**

**2.2 Submission of Bids**

The District **will not** receive bids in an electronic format or by facsimile. The bidder shall return his bid in a sealed envelope, clearly marked as **"Invitation to Bid #18-207 Biosolids Utilization"**. **The District can not ensure that the sealed bid will not be prematurely opened if the bidder does not clearly identify his bid envelope.**

Mailing labels should be addressed to:  
Rock River Water Reclamation District  
P.O. Box 7480  
Rockford, IL 61126-7480

Bids sent via package delivery service should be addressed to:  
Rock River Water Reclamation District  
3501 Kishwaukee Street  
Rockford, IL 61109

If the bidder chooses to hand-deliver his bid, he shall deposit it with the Main Entrance Receptionist, 3501 Kishwaukee Street, Rockford, IL 61109, between the hours of 8:00 A.M. and 4:30 P.M.

### **2.3 Taxes**

This District is exempt, by law, from paying bidder Federal Excise Tax and Illinois Retailers' Occupational Tax. Therefore, the bidder shall exclude those taxes from his bid. The District's tax exemption number is E9992-3696-07. The bidder shall include all applicable taxes in his bid price.

### **2.4 Withdrawal of Bids**

At any time prior to the scheduled bid opening, the respondent may withdraw his bid. In order to do so, he shall submit a written request to the Business Manager.

### **2.5 Acceptance of Bid**

The District may reject all or part of any or all bids, for any reason. The District may accept all or part of any bid or waive any bidding formalities if it decides such action is in the District's best interest.

The District will only consider bids that conform to the intent of this document. The District will reject bids that contain one or more exceptions if the District determines that non-conforming bids deviate from the intent of these specifications. The District's decision shall be final, and the District's procurement procedures contain no appeal provision.

### **2.6 Laws and Regulations**

The bidder who is awarded the contract shall comply with all laws of the United States of America, the State of Illinois, and all lawful regulations of the Rock River Water Reclamation District and the respective cities and villages in which the professional service is to be performed respecting labor and compensation and all other statutes, ordinances, rules and regulations applicable and having the force of the law.

#### **A. Illinois Regulations**

**1. Prevailing Wage.** If applicable, the undersigned, as Bidder, declares he will comply with prevailing wages in accordance with the Illinois Department of Labor Standards. The State of Illinois requires contractors and subcontractors on public works projects (including Rock River Water Reclamation District) to submit certified payroll records on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing false records is a Class B Misdemeanor.

The certified payroll records must include the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending time of work each day, for every worker employed on the project. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B Misdemeanor. Certified payroll reports shall be submitted on standard IDOT forms.

**Public Act 83-1472.** Article 2 of Public Act 83-1472 provides that Illinois residents be employed on Illinois public works projects, provided there has been a period of excessive unemployment (5%) in the State of Illinois as defined in the Act; and, further, that Illinois workers are available and capable of performing the particular type of work involved.

## **2.7 Terms**

**A. Payments to the Successful Bidder.** If the District receives an acceptable invoice for conforming service prior to the fifth day of the month, the District shall issue payment before the fifth day of the succeeding month. If received on or after the fifth day of the month, payment will be issued the following month.

**B. Default.** In case of default, the District will procure the service described in this Invitation to Bid from other sources. The District shall hold the defaulting successful bidder responsible for any excess cost incurred. The defaulting successful bidder shall make such payment no more than 60 calendar days after the District notifies him, in writing, of such an occurrence.

**C. Use of District Name Prohibited.** In the absence of the District's written permission, the successful bidder shall not use the District's name in any form or medium of public advertising.

## **2.8 Investigation**

Bidders are cautioned not to submit proposals until having carefully examined the entire site of the proposed work and adjacent premises and the various means of approach and access to the site, and having made all necessary investigations to inform themselves thoroughly as to the facilities for delivering, placing and handling the materials at the site, and having informed themselves thoroughly as to all difficulties involved in the completion of all the work under this Contract in accordance with its requirements.

Bidders must examine the Specifications and other Contract Documents and shall exercise their own judgment as to the nature and amount of the whole of the work to be done and for the bid prices must assume all risk of variance, by whomsoever made, in any computation or statement of amount or quantities necessary to complete fully the work in strict compliance with the Contract Documents. The Bidder must satisfy himself, as to the character and location of the conditions and materials to be encountered or work to be performed. No plea of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill, in every detail, all of the requirements of the Contract documents, or will be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

The Bidder, therefore, shall satisfy himself by such means as he may deem proper as to the conditions that may be encountered in construction of the work.

## **2.9 Addenda**

If the District issues written addenda, such addenda shall become part of the contract documents. The District will email or mail the addenda:

- A. not less than 3 working days prior to the bid opening date;
- B. via email, mail or facsimile transmission;
- C. to each recipient of the specifications, at either the:
  - 1. email provided by the prospective respondent;
  - 2. address to which the District mailed the original bid document;
  - 3. corrected address the prospective respondent subsequently furnished; or
  - 4. facsimile number the prospective respondent sent the District.

In the absence of the prospective bidder's written notice of his email or facsimile number, the District will provide addenda via mail.

A bidder that does not receive the District's addenda, and who has previously submitted a bid, shall not be relieved from any obligation in the bid he submitted.

## **2.10 Contract Form**

No more than 10 business days following the bid award, the successful bidder shall submit a completed Contract Form to the District's Business Manager. The Contract Form is part of this Invitation to Bid. By their mutual agreement, the successful bidder and District may supplement this contract form or replace it with an alternative document. If the successful bidder fails to complete the agreed upon Contract Form within the specified time, he shall be in material default.

## **2.11 Contract Termination**

**A. Bidder's Unacceptable Performance.** If the successful bidder fails to perform services in conformity with this Invitation to Bid, the District shall notify him in writing. If the successful bidder fails to correct the performance deficiency to the District's satisfaction within five working days after he receives the District's notice, he shall be in default. If the same performance deficiency recurs despite the District's notification and the successful bidder's temporary correction, the successful bidder shall likewise be in default. The District may, at its sole discretion, terminate the contract with the defaulting successful bidder, and remedy the matter under provisions set forth in Section 2.11.C of this Invitation to Bid.

**B. Early Termination.** The District, in its sole option, may terminate the contract prior to the expiration date. In such an event, the District shall notify the successful bidder in writing. District shall likewise state the reason(s) for termination. If early termination occurs for the District's convenience and the successful bidder is in compliance with all of the terms and conditions of the contract, the District will not hold said bidder to be in material default.

**C. District's Action Following Contract Termination.** If the contract is terminated, the District, at its sole option, may:

1. request new **Biosolids Utilization Contract** bids or
2. designate the next-low bidder to perform the **Biosolids Utilization Contract**, provided that said next-low bidder agrees to his original bid terms.

The District may repeat this option until it obtains an acceptable **Biosolids Utilization** contract.

### **2.12 "No Bid" Response Form**

In the event you elect not to bid, please fill out and return the attached "No Bid" form.

### **2.13 Indemnification Clause**

Successful respondent/contractor shall protect, indemnify, hold and save harmless and defend the District, its officers, officials, employees, volunteers, and agents against any and all claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees, officers, independent contractors, or subcontractors of the successful respondent/ contractor or District, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance by the successful respondent/contractor or subcontractor, whether such loss, damage, injury, or liability is contributed to by the negligence of the District or by premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that the successful respondent/contractor shall have no liability for damages or the costs incident thereto caused by the sole negligence of the District.

The indemnification shall not be limited by a limitation on amount or type of damages payable by or for the successful respondent/contractor or its subcontractor under any employee benefits act including, but not limited, to the Workers' Compensation Act.

No inspection by the District, its employees, or agents shall be deemed a waiver by the District of full compliance with the requirements of the Contract. This indemnification shall not be limited by the required minimum insurance coverage in the Contract.

### **2.14 Force Majeure**

The obligations of either the District or the successful bidder shall be suspended during the time as such party is prevented from complying therewith in whole or in part because of any cause, except financial, beyond the reasonable control of such party. In the event of either the District or the successful bidder being rendered unable wholly or in part by force majeure to carry out its obligations under the **Biosolids Utilization** contract, other than to make payments due, it is agreed that on such party giving notice and full particulars of such force majeure in writing to the other party as soon as possible after the occurrence of the cause relied on, then the obligations of the parties

insofar as they are affected by such force majeure shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall as far as possible be remedied with all reasonable dispatch.

## 2.15 Insurance

A. The successful respondent/contractor shall, for the duration of the contract, maintain the following:

**General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

**Auto Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage including coverages for owned, hired or non-owned vehicles, as applicable.

**Workers' Compensation and Employers' Liability:** Workers' Compensation limits as required by statute and Employers' Liability limits of \$500,000 per accident and \$500,000 per disease.

**Umbrella:** \$2,000,000 per occurrence/aggregate.

The policies shall contain, or be endorsed to afford Contractual Liability coverages for the following provisions in the General Liability and Automobile Liability coverages:

1. The District, its officers, officials, employees, and volunteers shall be covered as additional insureds as respects liability arising out of activities performed by or on insured's general supervision of the successful respondent/contractor, products and completed operations of the successful respondent/contractor, premises owned, occupied or used by the successful respondent/contractor, or automobiles owned, leased, hired, or borrowed by the successful respondent/contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees, volunteers, or agents.
2. The successful respondent's/contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the District, its officers, officials, employees, volunteers, or agents shall be in excess of the successful respondent's/contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officers, officials, employees, volunteers, or agents.

The successful respondent's/contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**B. Proof of Insurance – Certificate of Insurance.** No more than 10 calendar days subsequent to the District's issuance of an award letter and no later than 30 days before commencement to work, the successful respondent/contractor shall provide documentation including a Certificate of Insurance to prove that it has obtained all required insurance and bonds. The District shall be the sole judge as to the acceptability of any such proof.

**C. Correction of Successful Bidder's Insurance Deficiencies.** If the District determines that the successful bidder's insurance or documentation does not conform to these specifications, the District shall inform said bidder of the non-conformity. If said bidder fails to provide conforming insurance or documentation within five calendar days of the District's notice, he shall be in default.

**D. Best's Ratings.**

1. Alphabetical Rating. For purposes of this Request for Bids, "insurer" shall mean any surety, insurance carrier, or other organization which proposes to provide an insurance policy or bond for the successful respondent/contractor. No insurer or surety rated lower than "A-," Excellent, in the current Best's Key Rating Guide shall be acceptable to the District.

2. Financial Size Rating. Provided an insurer's alphabetical rating is satisfactory, the District will examine said insurer's financial size rating.

- a. If Best classifies the insurer XII or larger, said insurer shall be acceptable to the District.
- b. If Best classifies the insurer as smaller than XII, but larger than VI, said insurer shall be submitted to the District's Business Manager and/or the District's insurance consultant for review.

Financial Size ratings less than VII are not acceptable and will disqualify the respondent/contractor.

**E. Suitability of Insurance.** The District shall be the sole judge of whether an insurer's rating is satisfactory. The District's decision shall be final and the District's bidding procedures contain no appeal provision.

**2.16 Responsive/Responsible Bidder**

**A. Evaluation of Responsiveness.** The responsiveness of bidders will be judged on the basis of the completeness of the bid submitted. To be responsive, a Bid must be submitted on the forms provided as part of the Bid Documents and comply with all the requirements of the Invitation to Bid.



**B. Evaluation of Responsibility.** To be judged as responsible, the bidder shall:

1. Have adequate financial resources for performance, the necessary experience, organization, technical qualifications, and facilities, or a firm commitment to obtain such by subcontracts;
2. Be able to comply with the required schedule for the project;
3. Have a satisfactory record of integrity, judgment, and performance, including, in particular, any prior performance on contracts from the District;
4. Have an adequate financial management system and audit procedures, that provide efficient and effective accountability and control of all property, funds, and assets;
5. Conform to the civil rights, equal employment opportunity and labor law requirements of the Bid Documents.

FOR REVIEW PURPOSES ONLY

III  
DETAILED SPECIFICATIONS  
ROCK RIVER WATER RECLAMATION DISTRICT

INVITATION TO BID  
**BIOSOLIDS UTILIZATION**

**3.1 Purpose**

The Contractor shall provide all required transportation services and biosolids management services for the ultimate utilization of centrifuge de-watered biosolids, in an approved lawful manner, from the District's plant, as specified herein.

The intent of this solicitation is to identify an acceptable proposal from a suitable entity to receive District biosolids from the approximate period of April 1, 2018 through March 31, 2021. If the District and the successful respondent agree in writing, the contract may be extended beyond the March 31, 2021 termination date. The District's determination shall be final and its procurement procedures include no method of appeal.

The Contractor shall be responsible for complying with any and all applicable laws, statutes, regulations, ordinances, permits, directives, and the District's Land Application Best Management Practices.

**3.2 Bid Submission**

Interested bidders shall submit all required documentation in a sealed envelope by 2:00 p.m. December 15, 2017. This envelope shall contain a separate sealed envelope containing the bidders "Bid Prices for Biosolids Utilization Form". This separate sealed envelope will be marked on the outside, "Bid Price". The "bid prices" envelope will not be opened until the contractor has been deemed responsive and qualified as outlined in these specifications.

During the week of December 18, 2017, the Rock River Water Reclamation District will review the qualification criteria only. The respondents that are not deemed to have met the qualification criteria will have the bid price envelope returned to them unopened. The District will then publicly open the Bid Price sheets for the qualified respondents on Monday, January 8, 2018 at 2:00 p.m.

**3.3 General Requirements (All uses)**

- A. The Contractor shall furnish all labor, supervision, equipment, trucks and appurtenances necessary to accomplish the service as specified and ordered by District staff.
- B. The Contractor shall provide suitable dust control of biosolids at the District's storage site or utilization/disposal site(s).

- C. The Contractor agrees to hold the District harmless against any claims arising from the acceptance, trucking, use or utilization of the delivered biosolids.
- D. The Contractor shall be responsible for any reporting requirements specified in his permit or as required by any regulatory agency.
- E. The Contractor shall not raise his prices during the contract.
- F. The quantities and capacities provided herein are estimates. The Contractor shall be responsible for ensuring that the District's storage building is completely emptied during the spring application process, on or before July 15<sup>th</sup>, and during the fall application process, on or before December 15<sup>th</sup>, annually. The District's biosolids storage building capacity is approximately 120 days. The Contractor shall be responsible for other means of disposal, at no additional cost to the District, in the case of inclement weather or other unforeseen circumstances to ensure that the storage building is emptied on or before the aforementioned dates. At no time will biosolids for land application received from the District be stored offsite.
- G. The District estimates annual production of biosolids will range in the amount of 15,000 to 18,000 wet ton per year. The District makes no claim as to the actual amount of biosolids produced annually. The District reserves the right to utilize some portion of the produced biosolids in other projects.
- H. Bidders are strongly urged to inspect all areas of the worksite prior to bidding. Bidders interested in a facility tour, may make arrangements by contacting Warren Adam, Rock River Water Reclamation District at 815-387-7615 or cell phone 815-871-0787.

### **3.4 Weight Measurement Equipment and Services**

When picking up biosolids at the District, the Contractor must utilize the District's certified scale services and weigh data for this contract, at no charge. However, if the District scale is out of service for any reason, and without prior notice to the Contractor, the Contractor shall use a certified independent scale service at no additional cost to the District.

In each round trip, both truck and trailer shall be weighed empty prior to loading, then the same truck and trailer shall be weighed on the same scale after loading. Any difficulties with scale services shall be reported to the District, but shall not relieve the Contractor of the above requirements.

In the event an independent scale service must be used, the Contractor shall be solely responsible for providing the scale services and documentation under this contract. The District reserves the right to verify the accuracy of any weight ticket at any time, to the satisfaction of the Plant Operations Manager. The Contractor shall provide two copies of the weight tickets to the District which shows the following minimum information for each load:

1. Scale facility identification, including address, phone number, and certification;
2. Ticket number;
3. Date and time stamps;
4. Truck and trailer identification;
5. Empty weight;
6. Loaded weight;
7. Net weight of biosolids;
8. Destination;
9. Contractor Name.

Weight tickets that reflect different trucks or trailers for one round trip may be rejected. Weight data shall be printed by scale printing equipment. Tickets bearing illegible or hand-written data may be rejected.

All vehicles shall comply with all vehicle weight limits, road safety limitations, and shall avoid prolonged disruption and/or impact to the local community.

### **3.5 Contractor's Equipment**

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

Should a mechanical breakdown occur, the Contractor shall immediately dispatch a tow truck or a repair crew to the disabled vehicle. If a loaded truck can not be repaired where it sits, it shall first be towed to the land application site or landfill (as applicable) for the proper removal of the biosolids. The Contractor may also provide a substitute tractor to convey the biosolids, in lieu of towing the disabled loaded vehicle. The resulting costs shall be the Contractor's responsibility.

When a breakdown causes a vehicle to be removed from service, the Contractor shall supply a back-up unit to meet the requirements of the Contract.

### **3.6 Spills and Clean up**

The Contractor shall keep his hauling route, equipment and work area neat and clean. The Contractor shall exercise caution to ensure against any spillage or scattering of any material from the trucks at any time into any natural drainage system, waterway, or onto the property of the District or the property of third parties during the transportation of said material to the unloading location(s). The Contractor shall assume the entire responsibility for the protection of streets, highways, railroads, other access ways, or private property, over which his equipment may pass, and shall relieve the District of all liability for any damage or nuisance caused by this transportation service.

The Contractor shall promptly take action to repair any damage, clean up any spillage, or eliminate any nuisance caused by this transportation service at no additional cost to the District. The Contractor shall be responsible to notify the District immediately should any spill occur.

### **3.7 Land Application Requirements**

- A.** The contractor shall perform site identification and obtain all data required for regulatory agency approval, and submit the information to the District at least 60 days prior to first biosolids application. All land application sites are permitted by the IEPA through the District. The contractor shall be responsible for ensuring that all interaction with land owners (farmers) is handled in a professional manner to safeguard the working relationship between the land owner, contractor and the District. Contractor shall notify land owners (farmers) and neighboring property owners a minimum of 10 days prior to applying at a site.
- B.** The Contractor shall expeditiously repair any damaged property at the land application site due to his activities; these repairs include, but not limited to, repairs to fences, gates, mailboxes, culverts, farm roads, and ruts.
- C.** The contractor must have a certified crop advisor on staff to work with agricultural producers involved in the program.
- D.** The contractor shall load trucks at the District and transport the biosolids to the disposal site.
- E.** The contractor shall spread and incorporate the biosolids on agricultural sites. All biosolids must be incorporated within 24 hours of removal from the District's storage building and within 8 hours of field application.
- F.** The contractor shall perform all required soil sampling, soil testing and the calculation of agronomic application rates for land application at no cost to the landowner (farmer), nor any additional cost to the District.
- G.** The contractor shall provide all required reports, by January 15th of each year for reporting biosolids disposal to state and federal officials, including but not limited to nutrient loading rates report to the individual farmers, as well as loading rates of any additional materials applied for pH adjustment.

The District will sample the biosolids cake and provide an analysis to the contractor for the calculation of agronomic rates.

### **3.8 Qualification Evaluation Process**

All respondents will be required to include the Qualification Evaluation Form in Appendix A. The qualification form must be included in the bid package to be considered responsive.

The qualification evaluation form along with the requirements outlined in Section 2.16 shall be reviewed by a panel appointed by Larry McFall, Plant Operations Manager, or his designee. This panel and the District shall be the sole judge whether a Contractor is responsible and qualified. Only bidders who are deemed to be responsible and qualified shall have their bid forms opened by the District.

### **3.9 Qualification Scoring**

All questions on the Qualification Evaluation Form are weighted. Each question is identified with total possible points. The panel will award points based on evaluation of the bidder's responses. The awarded points will be totaled to determine a bidder's final score.

### **3.10 Evaluation Criteria**

Each bidder will be evaluated on a point scale for each of the qualification factors. All bidders who attain a minimum score of 85 and meet the requirements in Section 2.16 shall have their bid forms opened for the purpose of bidding on the District's Biosolids Disposal Contract.

### **3.11 Termination**

In addition to the termination section 2.11, the District shall have the right to terminate the Contract immediately if the Contractor fails to comply with all applicable Federal, State, District, or local regulations, or for non-performance, which may endanger the public health, safety or welfare.

### **3.12 Questions**

Interested parties may direct questions concerning this Invitation to Bid to Larry McFall, Plant Operations Manager at 815-387-7584.

The District will not interpret specifications for individual bidders. If the District determines that the specifications need to be clarified or revised, it will issue an addendum to all prospective bidders.

IV  
BID FORM  
ROCK RIVER WATER RECLAMATION DISTRICT

INVITATION TO BID  
**BIOSOLIDS UTILIZATION**

TO: BOARD OF TRUSTEES  
ROCK RIVER WATER  
RECLAMATION DISTRICT  
P. O. Box 7480  
ROCKFORD, ILLINOIS 61126-7480

FROM: \_\_\_\_\_  
(Individual, Partnership or Corporation)

\_\_\_\_\_  
(Address of Individual, Partnership or Corporation)

Trustees:

I (We) the undersigned hereby propose to provide and install District's **Biosolids Utilization** in compliance with the attached Introduction, General Specifications and Instructions, Detailed Specifications, Bid Form, Fair Employment Practices Affidavit of Compliance Form, Forms of Affidavit, Contract Form, and Qualification Evaluation Form.

The Undersigned also affirms and declares:

**A.** That he (they) has (have) examined and is (are) familiar with all the related contract documents and found that they are accurate and complete and are approved by the undersigned.

**B.** That he (they) has (have) carefully examined the scope of the required service, and that, from his (their) own investigation, has (have) satisfied himself (themselves) as to the nature and location of the delivery point, the character, quality and quantity of materials, and the kind and extent of equipment and other facilities needed for the performance of the service, the general and local conditions and all difficulties to be encountered, and all other items which may, in any way, affect the services or their performance.

**C.** That this bid is made without any understanding, contract or connection with any other person, partnership, or corporation making a bid for the same purposes, and is in all respects fair and without collusion or fraud; and that he (they) is (are) not barred from bidding as a result of a bid-rigging or bid-rotating conviction.

**D.** All services provided in response to this request will be produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

E. That the firm which I (we) represent complies with all applicable requirements of the Americans with Disabilities Act (ADA), the Occupational Safety and Health Act (OSHA), rules and regulations of the US Department of Transportation (DOT), and the Federal Drug Free Work Place Act. If said firm is awarded a contract to provide the District's

**Biosolids Utilization**, it will:

1. complete all OSHA, ADA, and DOT required supervisory, employee and customer training,
2. document compliance as required,
3. ensure that persons in safety-sensitive positions associated with loading, transportation, and delivery of the merchandise or service detailed in these specifications are subject to all required drug and alcohol testing and are properly licensed,
4. prepare and make available all required information and documentation, and
5. hold harmless and indemnify the District and the District's representatives as defined in Section 2.13 from all:
  - a. Suits, claims, or actions;
  - b. Costs, either for defense (including but not limited to reasonable attorney's fees and expert witness fees) or for settlements, and;
  - c. Damages of any kind (including but not limited to fines, actual, punitive, and compensatory damages) relating in any way to or arising out of the ADA or the OSHA, to which said firm is exposed or which it incurs in the execution of the contract.

F. The firm which I (we) represent has adopted and promulgated written sexual harassment policies that include, at a minimum, the following information:

1. the illegality of sexual harassment;
2. the definition of sexual harassment under Illinois State law;
3. a description of sexual harassment, utilizing examples;
4. my (our) organization's internal complaint process including penalties;
5. the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission;
6. directions on how to contact the Department and the Commission; and
7. protection against retaliation as provided by Section 6-101 of Illinois Human Rights Act.

Upon request, my (our) organization will provide the Illinois Department of Human Rights with the information described in F1 through F7 above.



**G.** If applicable, the undersigned, as Bidder, declares he will comply with prevailing wages in accordance with the Illinois Department of Labor Standards. The State of Illinois requires contractors and subcontractors on public works projects (including the Rock River Water Reclamation District) to submit certified payroll records on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing false records is a Class B Misdemeanor. The successful Bidder shall be responsible for verifying the prevailing wages each month and notifying all subcontractors of the appropriate monthly rates. Prevailing wage rates may be found on the Illinois Department of Labor website at [www.state.il.us/agency/idol/rates](http://www.state.il.us/agency/idol/rates).

The certified payroll records must include the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending time of work each day, for every worker employed on the project. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B Misdemeanor. Certified payroll reports shall be submitted on industry standard forms such as IDOT Statement of Compliance (SBE 348) or other approved equal.

In submitting this bid, I (we) understand that the District may reject part or all of any and all bids. I (we) agree that I (we) shall not withdraw this proposal for a period of 60 calendar-days following the scheduled bid opening. I (we) have carefully examined the nature of the service. The cost of all the materials, equipment, and service necessary to complete this contract is given in this Bid.

**BID PRICES FOR BIOSOLIDS UTILIZATION  
AS SPECIFIED IN THIS INVITATION TO BID**  
(This form must be included in a separate sealed envelope)

All quotations shall be the total amount of the bidder's charge, inclusive of labor, equipment, materials, and any and all other expenses necessary to provide Biosolids Utilization Contract in complete conformity with any and all provisions of this document. Price shall be expressed in figures.

**Price per Wet Ton**  
\$ \_\_\_\_\_

\* \* \* \* \*

The undersigned acknowledges that he has received Addendum numbers \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and realizes that all Addenda are considered part of the Contract.

In conformity with the requirements of the Detailed Specifications, I have incorporated in my bid itemized descriptions sufficient for the District to evaluate my organization's bid.

Date: \_\_\_\_\_ FEIN: \_\_\_\_\_

Bidder:

By:

\_\_\_\_\_  
Print Name of Firm

\_\_\_\_\_  
Authorized Rep's Signature

\_\_\_\_\_  
Print Street Address

\_\_\_\_\_  
Print Rep's Name

\_\_\_\_\_  
Print City, State, Zip

\_\_\_\_\_  
Print Rep's Title

\_\_\_\_\_  
Area Code and Phone Number

\_\_\_\_\_  
Facsimile Number

**NOTE: The Rock River Water Reclamation District, a Governmental Unit, pays neither Federal Excise Tax nor Illinois Retailers' Occupational Tax. The bidder shall exclude those taxes from his bid.**

**“NO BID” RESPONSE  
TO  
INVITATION TO BID**

If your firm is unable to submit a bid at this time, would you please provide the information requested in the space provided below and return to:

Rock River Water Reclamation District  
P.O. Box 7480  
Rockford, IL 61126-7480

Responses can be delivered in person to:

Rock River Water Reclamation District  
3501 Kishwaukee Street  
Rockford, IL 61109

Responses can also be faxed to:

Rock River Water Reclamation District  
815-387-7538

We have received Invitation to Bid: **Biosolids Utilization**, due at 2:00 P.M. on Friday, December 15, 2017.

Reason for not bidding: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Name & Title, Typed or Printed

\_\_\_\_\_  
Company Name

FOR REVIEW PURPOSES ONLY

**V**  
**FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE**

PROJECT: Biosolids Utilization

NOTE: THE BIDDER MUST EXECUTE THIS AFFIDAVIT AND SUBMIT IT WITH ITS SIGNED BID. THE ROCK RIVER WATER RECLAMATION DISTRICT CANNOT ACCEPT ANY BID WHICH DOES NOT CONTAIN THIS AFFIDAVIT

\_\_\_\_\_, being first duly sworn, deposes and says that:  
(Name of person making affidavit)

They are: \_\_\_\_\_ of \_\_\_\_\_  
(Officer's Title) (Company Name)

that said company is and "Equal Opportunity Employer" as defined by Section 2000(e) of Chapter 21, Title 42 of the United States Code annotated and Federal Executive Orders #11375 which are incorporated herein by reference;

and that said company will comply with any and all requirements of Title 44 Admin. Code 750. APPENDIX A – Equal Opportunity Clause, Rules and Regulations, Illinois Department of Human Rights, which read as follows:

"In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance to this contract, the contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizen status, age, physical or mental handicap unrelated to ability, , military status or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
  2. That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
  3. That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.
  4. That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
  5. That he or she will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Departments Rules and Regulations.
  6. That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
  7. That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions.
- In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Source: Amended at 32 Ill. Reg. 16484, effective September 23, 2008)"

IL Dept. of Human Rights Registration No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

VI  
FORMS OF AFFIDAVIT  
INVITATION TO BID  
BIOSOLIDS UTILIZATION

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_

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**This Section for Sole Proprietorship:**

I, \_\_\_\_\_ (name), being duly sworn, depose and say that the organization I represent is a sole proprietorship, and that I am the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.

Signature \_\_\_\_\_

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**This Section for Partnership:**

I, \_\_\_\_\_ (name), being duly sworn, depose and say that I am a member of \_\_\_\_\_ (partnership name), the firm described in and which executed the foregoing bid; that I duly subscribed the name of the firm thereunto on behalf of the firm; and that the several matters therein stated are in all respects true.

Signature \_\_\_\_\_

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**This Section for Corporation:**

We, \_\_\_\_\_ (representative who signed the Bid Form), and \_\_\_\_\_ (other corporate officer), being duly sworn, depose and say that we reside in the cities of \_\_\_\_\_ and \_\_\_\_\_, respectively, and that we are the \_\_\_\_\_ (representative's title) and the \_\_\_\_\_ (other corporate officer's title), respectively, of \_\_\_\_\_ (corporation name), the firm described in and which executed the foregoing instrument; that we are authorized to complete this form and to enter into this contract on behalf of said corporation; that we have signed our names thereto by like order; and that we have knowledge of the several matters therein stated and they are in all respects true.

\_\_\_\_\_  
(representative's signature)

\_\_\_\_\_  
(other corporate officer's signature)

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**This Section for a Limited Liability Corporation:**

I, \_\_\_\_\_ (name), being duly sworn, depose and say that I am a \_\_\_\_\_ (representative's title) of \_\_\_\_\_ (company name), the company described in and which executed the foregoing proposal; that I am authorized to complete this form and to enter into this contract on behalf of said company and have knowledge of the several matters therein stated and they are in all respects true.

Signature \_\_\_\_\_

**Notarization (required for all successful bidders):**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public \_\_\_\_\_

County \_\_\_\_\_

(Seal)

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

VII  
CONTRACT  
ROCK RIVER WATER RECLAMATION DISTRICT

INVITATION TO BID  
**BIOSOLIDS UTILIZATION**

THIS CONTRACT, made and concluded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Rock River Water Reclamation District, Illinois, also known as "District," and \_\_\_\_\_, his/their executors, administrators, successors or assigns, known as "Contractor":

In consideration of the payments and contracts mentioned in the Bid attached hereto, to be made and performed by the District, the Contractor agrees with the District at his/their own proper cost and expense to do all the work, furnish all equipment, materials and all labor necessary to complete the work in accordance with the specifications hereinafter described, and the District's requirements.

**1. Scope**

Both parties understand and agree that the Introduction, General Specifications and Instructions, Detailed Specifications, Bid Form, Fair Employment Practices Affidavit of Compliance Form, Form of Affidavit, and exhibits of the Invitation to Bid: **Biosolids Utilization**, all Addenda there to (if any), and any and all provisions required by law, are all essential documents of the contract, and are a part hereof, as if herein set out verbatim or as if attached, except for titles, subtitles, headings, table of contents and portions specifically excluded.

Unless the Contractor and the District terminate the Contract by their mutual written agreement in conformity with Section 2.11 of the Invitation to Bid, the Contractor shall provide the District's **Biosolids Utilization** at the bid price prior to the specified deadline.

**2. Contract Price**

The District shall pay to the Contractor, and the Contractor shall accept, in full payment for the performance of this Contract, in current funds, the prices set forth in the Bid Form.

The Contractor fully understands and agrees that his bid price will be the only basis for payment for the contract's duration, and that in the absence of changes to which the District and Contractor agree because of revisions to the scope of the Biosolids Disposal Contract, this contract allows for no price increases.

The District shall make payments to the Contractor, in accordance with and subject to the provisions of Section 4 of this Contract.

### 3. Contract Execution

The Contractor shall:

- A. Perform all services in a responsible, professional manner, supplying only delivery and service which meets or exceeds the District's Specifications;
- B. Provide and install District's **Biosolids Utilization** in conformity with the specifications;
- C. Sustain all loss or damage arising out of the nature of the work to be done, or from any unforeseen obstruction or difficulty which he may encounter in the prosecution of the work, or from the action of the elements;
- D. Be responsible for all accidents he, his employees, or agents may incur in the contract's execution;
- E. Hold the District and its representatives harmless from liability of any nature or kind on account of use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this Contract. The Contractor shall likewise hold harmless and indemnify the District and its representatives from all:
  1. suits, claims, or actions,
  2. costs, either for defense or for settlements, and
  3. damages to which the District or its representatives might be exposed by reason of an injury or alleged injury, to the person or property of another:
    - a. in the execution of the Contract, or
    - b. from actions the District or its representatives take on the Contractor's behalf, except in cases where such suits, claims, actions, or costs are found to be based on the District's negligence. For purposes of this paragraph, "its representatives" means "the Rock River Water Reclamation District's trustees, employees, agents, assigns, and their heirs."
- F. Comply with all applicable requirements of the Americans with Disabilities Act (ADA), the Occupational Safety and Health Act (OSHA), rules and regulations of the US Department of Transportation (DOT), and the Federal Drug Free Work Place Act, and will:
  1. complete all OSHA, ADA, and DOT required supervisory, employee and customer training,
  2. document compliance as required,
  3. ensure that persons in safety-sensitive positions associated with loading, transportation, and delivery of the merchandise or service detailed in these specifications are subject to all required drug and alcohol testing and are properly licensed,
  4. prepare and make available all required information and documentation, and

5. hold harmless and indemnify the District and the District's representatives as defined in Section 2.13 from all:
  - a. Suits, claims, or actions;
  - b. Costs, either for defense (including but not limited to reasonable attorney's fees and expert witness fees) or for settlements, and;
  - c. Damages of any kind (including but not limited to fines, actual, punitive, and compensatory damages)relating in any way to or arising out of the ADA or the OSHA, to which said firm is exposed or which it incurs in the execution of the contract.

- G.** Adopt and promulgate written sexual harassment policies that include, at a minimum, the following information:
1. the illegality of sexual harassment;
  2. the definition of sexual harassment under Illinois State law;
  3. a description of sexual harassment, utilizing examples;
  4. Contractor's internal complaint process including penalties;
  5. the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission;
  6. directions on how to contact the Department and the Commission; and
  7. protection against retaliation as provided by Section 6-101 of Illinois Human Rights Act.

Upon request, Contractor will provide the Illinois Department of Human Rights with the information described in G1 through G7 above.

- H.** Maintain all specified insurance for the duration of the contract.
- I.** In the absence of the District's written permission, the Contractor shall not use the District's name in any form or medium of public advertising.
- J.** This Contract shall extend to and be binding upon the successors and assigns, and upon the heirs, administrators, executors, and legal representatives of the Contractor.

In consideration of and to induce the award of this Contract to him, the Contractor represents and warrants: that he is not in arrears to the District upon debt of the Contract and that he is not a defaulter, as surety, contractor or otherwise; that he is financially solvent and sufficiently experienced and competent to perform the work; that the work can be performed as called for by the Contract; that the facts stated in his proposal and the information given by him is true and correct in all respects, and that he is fully informed regarding all the conditions affecting the work to be done and labor and materials to be furnished for the completion of this Contract and that his information was secured by personal investigation and research.

If applicable, the Contractor shall pay not less than the prevailing wage rate as determined by the Department of Labor, to all laborers, workmen and mechanics



performing work under this Contract. Contractor shall comply with current revisions of the wage standards; as required by law. The Contractor shall be responsible for verifying the prevailing wages each month and notifying all subcontractors of the appropriate monthly rates. Certified payroll reports shall be submitted on industry standard forms such as IDOT Statement of Compliance (Form SBE 348).

If the Contractor defaults, the District may procure **Biosolids Utilization** described in this Invitation to Bid, from other sources. In such an event, the price the District pays shall constitute the prevailing market price at the time of such purchase and the defaulting Contractor shall pay the District the difference between his bid price and the prevailing market price. The defaulting Contractor shall make such payment no more than 60 calendar-days after the District notifies him, in writing, of such an occurrence.

#### **4. Payments to Contractor**

If the District receives an acceptable invoice for conforming service prior to the fifth day of the month, the District shall issue payment before the fifth day of the succeeding month. If received on or after the fifth day of the month, payment will be issued the following month.

#### **5. Subcontracts**

No part of the work herein provided for shall be sublet or subcontracted without the express consent of the District, and in no case shall such consent relieve said Contractor from the obligation herein entered into, or change the terms of this Contract.

#### **6. Contractor's Responsibility**

This Contract shall extend to and be binding upon the successors and assigns, and upon the heirs, administrators, executors, and legal representatives of the Contractor.

**7. Seals**

IN WITNESS WHEREOF, the parties have hereunto set their hands, and are duly authorized to enter into such contracts on behalf of their respective organizations.

\_\_\_\_\_  
Name of Firm - Contractor  
By \_\_\_\_\_  
Authorized Signature

ATTEST:

By: \_\_\_\_\_

Its: \_\_\_\_\_

Rock River Water Reclamation District  
Winnebago County, Illinois

By \_\_\_\_\_  
Director

ATTEST: \_\_\_\_\_  
Business Manager

STATE OF ILLINOIS )  
COUNTY OF WINNEBAGO )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public within and for said County, personally appeared Timothy S. Hanson and Chris Black, to me personally known, who, being each by me duly sworn did say that they are respectively, the Director and Business Manager of the Rock River Water Reclamation District, named in the foregoing instrument, and that said instrument was signed and sealed in behalf of the District, and said Director and Business Manager acknowledge said instrument to be the free act and deed of said District.

\_\_\_\_\_  
Notary Public

(SEAL)

**APPENDIX A**  
**QUALIFICATION EVALUATION FORM**  
**LAND APPLICATION**

Each respondent shall complete the following information. If the District believes a bidder's information is unsatisfactory, District may reject his bid without further consideration. The District's decision in such an event shall be final, and the District's procurement procedures include no method of appeal.

**1. Spreading Techniques/Infringement of Regulations Citations (20 points)**

Has the Illinois EPA or other regulatory agency indicated improper spreading techniques or any infringement of regulations in previous contracts? Describe any events in detail.

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**2. Subcontractor List (10 points)**

Provide a list of subcontractors who will perform work under this contract. Cite the work to be performed by the subcontractor and equipment used by the subcontractor. Note: Work for which the subcontractor is not listed will be performed by the contractor.

| Organization Name | Work to be Performed | Equipment Used |
|-------------------|----------------------|----------------|
| <hr/>             | <hr/>                | <hr/>          |
| <hr/>             | <hr/>                | <hr/>          |

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**3. Previous Biosolids Disposal Contracts (5 points)**

List other districts or municipalities for whom you have provided biosolids disposal contracts and the approximate time period when the work was performed.

District/Municipality

Time Period

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**4. Equipment Form (10 points)**

Please list the equipment which will be used to fulfill this contract and check either yes or no for the corresponding questions about your equipment. Use additional sheets if necessary. Use additional copies of this page if necessary.

| Currently Owned |    | Exclusively Used |    | Contract Priority |    | Type of Equipment<br>(Make, Model, Capacity, etc.) | Age |
|-----------------|----|------------------|----|-------------------|----|--|-----|
| Yes             | No | Yes              | No | Yes               | No |  |     |
|                 |    |                  |    |                   |    |  |     |
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**5. Anticipated Methods of Biosolids Disposal (15 points)**

Describe the anticipated method of biosolids disposal to be used for various times of the year. Attach extra sheets if necessary. The anticipated methods should address:

- a. The number and size of trucks used to transport biosolids on a daily basis. Also, cite the number of trucks available and the time required for mobilization in order to minimize the time required for each seasonal land application.
- b. Describe the equipment used to spread and incorporate biosolids on the farm fields. Information to include the type of equipment used during the year, the advantages of the equipment used to spread and incorporate biosolids and limitations of the equipment to spread and incorporate biosolids under good and bad weather conditions.

FOR REVIEW PURPOSES ONLY

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**6. Approach for Cooperation (20 points)**

Describe the approach used to develop and maintain cooperation and good relationships with farmers, rural residents, surrounding community, townships and county officials.

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Describe the practices used to assure the protection of public roads, including road edge for spring thaw damage and adherence to spring truckload limits.

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Describe the practices used to control odors from application including consideration of prevailing winds, travel routes and proximity of nearest residents.

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**7. Containment and Recovering Biosolids Spills (10 points)**

Describe your company's capabilities to contain and recover biosolid spills in the event of an accident.

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**8. Certified Advisor (10 points)**

Bidders must have a certified crop advisor on staff to work with agricultural producers involved in the program. Please identify the person within your company who has this qualification.

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