



CITY OF BLOOMINGTON UTILITIES

600 E Miller Drive
Bloomington, IN 47401
www.bloomington.in.gov/utilities

INVITATION TO BID

For

BIOSOLIDS (SLUDGE) HAULING AND DISPOSAL

ITB #2015-CBU-001

RELEASE DATE: JULY 31, 2015

SUBMITTAL DATE: AUGUST 24, 2015

TABLE OF CONTENTS

| | <u>PAGE</u> |
|-----------------------------|--|
| <u>PURPOSE</u> | 1 |
| | |
| <u>PART I</u> | <u>GENERAL INFORMATION</u> |
| 1.1 | Background 1 |
| 1.2 | Scope of Work..... 1 |
| 1.3 | Licenses and Certifications 2 |
| 1.4 | Collection Schedule..... 2 |
| 1.5 | Document Requirements..... 3 |
| 1.6 | Contractor Qualifications..... 3 |
| 1.7 | Miscellaneous Requirements..... 4 |
| 1.8 | Contract Period 4 |
| 1.9 | Award 4 |
| 1.10 | Key Deadline Dates 5 |
| | |
| <u>PART II</u> | <u>GENERAL CONDITIONS</u> |
| 2.1 | Submission Requirements 5 |
| 2.2 | Bid Submittal Costs 6 |
| 2.3 | Acceptance..... 6 |
| 2.4 | Inquiries 6 |
| 2.5 | Site Visit (Non-Mandatory) 6 |
| 2.6 | Compliance 7 |
| 2.7 | Bid Rejection 7 |
| 2.8 | Bid Submittal Format 7 |
| 2.9 | Addendum..... 7 |
| | |
| <u>PART III</u> | <u>GENERAL REQUIRMENTS</u> |
| 3.1 | Insurance..... 7 |
| 3.2 | Bid Bond 8 |
| 3.3 | Affirmative Action Plan 8 |
| 3.4 | E-Verify Affidavit 8 |
| 3.5 | Non-Collusion Affidavit 9 |
| 3.6 | No Investment in Iran Affidavit..... 9 |

TABLE OF CONTENTS

EXHIBITS

Affirmative Action Plan Exhibit A
E-Verify Affidavit Exhibit B
Non-Collusion Affidavit Exhibit C
No Investment in Iran Affidavit..... Exhibit D
Contract DraftExhibit E
Plant Location MapExhibit F
Bid Submittal Form Exhibit G

PURPOSE: The City of Bloomington Utilities through its Utilities Service Board, is seeking sealed bids from qualified contractors for the transport and proper disposal of Class B Biosolids (wastewater sludge). The Biosolids will be removed from two (2) wastewater treatment plants. The Dillman Wastewater Treatment Plant is located at 100 W. Dillman Road, and Blucher Poole Wastewater Treatment Plant located at 5555 N. Bottom Road. Both facilities are located in Bloomington, Indiana.

GENERAL INFORMATION PART I

1.1 BACKGROUND: The City of Bloomington Utilities provides a full range of services including Water, Wastewater and Stormwater Services, and Management. The wastewater operations consist of Blucher Poole Wastewater Treatment Plant (WWTP), and Dillman Road Wastewater Treatment Plant (WWTP).

The Blucher Poole WWTP was placed in operation in 1970. The plant has a design capacity of 6 million gallons per day (MGD), with a peak capacity of 12 MGD. Digested sludge is mechanically pressed to approximately 15% - 20% solids content. Average Biosolids production is approximately 1,500 – 1,900 tons per year (TPY).

The Dillman Road WWTP was placed in operation in 1982. The plant has a design capacity of 15 MGD, with a peak capacity in excess of 30 MGD. The plant is a single-stage activated sludge nitrification process with clarification for solids and water separation, followed by multi-layer filtration, with Sodium Hypochlorite disinfection and Sodium Bi-sulfite for dechlorination. Sodium Aluminate is used for phosphorus removal. Treatment sludge is either de-watered with a mechanical belt press, or dried in on-site drying beds. The solids range from 17.5% - 25% solids content. Average Biosolids production is approximately 5,100 – 10,000 tons per year (TPY).

1.2 SCOPE OF WORK: The selected Contractor will be required to meet the following requirements as part of this contract:

1.2.1 All Biosolids shall be disposed of at a landfill licensed to accept wastewater Biosolids.

1.2.2 The landfill shall be approved by the City of Bloomington Utilities (CBU) Administration Department before award and execution of the contract. CBU will provide all data to the selected and approved landfill in order to secure waste stream approvals.

The Contractor may not transport waste to any other landfill without written permission from the CBU Director or his/her designee.

1.2.3 No waste shall be disposed of improperly, or in an unregulated, unapproved manner. To do so will constitute a violation of the contract between the parties.

1.2.4 The Contractor shall be responsible for complying with all federal, state and local regulatory requirements for the transportation and disposal of material. All costs associated with compliance shall be included in the unit cost.

1.2.5 The Contractor will assume all responsibility for the safe handling, transport and disposal of the Biosolids and take title of the material upon departure from the treatment facility.

1.2.6 The Contractor shall be responsible for any cost and cleanup required as a result of spillage during transportation of Biosolids. Contractor shall also be required to notify CBU of any spillage within two (2) hours of occurrence.

1.3 **LICENSES AND CERTIFICATIONS:** The Contractor shall provide competent and licensed operators and vehicles for transport.

1.3.1 Drivers must have all certifications and licenses required by the Indiana Department of Transportation, the U. S. DOT, and the State of Indiana for the class of transport vehicle required for this type of operation.

1.3.2 All certifications and licenses must be maintained and up to date the entire duration of the contract period. Contractor must provide all the necessary certifications and licenses upon request.

1.4 **COLLECTION SCHEDULE:** The Solids Handling Manager (SHM), or his designee, will be responsible for notifying selected Contractor when Biosolids material is ready for collection and disposal. The collection frequency for each plant is listed below. These are based on tri-axle transport vehicle volumes and are estimates only:

Blucher Poole WWTP – 2 - 3 collections (loads) per week
Average Biosolids production is approximately 1,500 – 1,900 tons per year (TPY).

Dillman Road WWTP – Up to 35 collections (loads) every other week
Average Biosolids production is approximately 5,100 – 10,000 tons per year (TPY).

These are estimated volumes. No minimum or maximum of annual waste volume is guaranteed and the collection rates may vary. See **Exhibit F** for plant location map.

Monroe WTP – Water treatment plant solids from the Monroe Water Plant may be co-mingled with the Dillman Road Biosolids or may be hauled directly by the Contractor upon request of the SHM.

1.4.1 Loading of transport vehicles will be the responsibility of the CBU wastewater treatment plant staff.

1.4.2 Only tri-axle vehicles will be accepted at the Blucher Poole location. Roll-off containers are not acceptable to CBU at either location. Tri-axle or quad-axle transport vehicles are strongly recommended.

1.4.3 Access to treatment plants will be Monday – Friday from 6:30 a.m. to 3:30 p.m. local time. No access will be available on legal holidays. CBU will supply selected Contractor with a list of legal holidays observed by the City. Prior notification to SHM is required for any unscheduled collections. No other access permitted unless approved by the SHM.

1.5 **DOCUMENT REQUIREMENTS:** A manifest document for each load shall be provided by CBU at the point of origin. It must accompany each load. The manifest document must be signed and dated by (1.) CBU treatment plant employee, (2.) Contractor's representative, and (3.) landfill weighmaster. The manifest document must contain the landfill's waste stream approval number.

1.5.1 All signed load manifests and landfill weight receipts must accompany monthly invoices for each plant. Each treatment plant shall be invoiced separately.

1.5.2 The manifests, weight receipts, and invoices shall be specific to the treatment plant point of origin.

1.5.3 Invoices presented for payment without these documents, or without the proper signatures referred to in section 1.5, will not be processed for payment.

1.5.4 All invoices must specify a hauling rate per ton, and shall include all hauling and landfill tipping fees. No Fuel Surcharges, Environmental Recovery fees, or other fees or charges may be added to the invoice.

1.6 **CONTRACTOR QUALIFICATIONS:** Contractor shall be responsive, responsible and have the capability, experience, personnel and equipment to render the services for the duration of the contract term.

1.6.1 The Contractor shall list the company's years in business, total number of staff, and equipment available to meet the requirements of this project.

1.6.2 A minimum of eighteen (18) months experience is required in the hauling and disposal of wastewater biosolids.

1.6.3 Contractor shall supply three (3) references to support the minimum experience qualifications requested in section 1.6.2.

1.7 **MISCELLANEOUS REQUIREMENTS:** Biosolids weight shall be measured by registered scales approved by State of Indiana or Monroe County Weights and Measures. Scale receipts from the landfill will be required for each transport and disposal.

1.7.1 CBU reserves the right to transport each treatment plant's Biosolids, and/or to request hauling services from other Contractors without notice, at any time, at its sole discretion.

1.7.2 Alternate bids may be submitted but only if the alternatives are beneficial to CBU in relation to cost, or an improvement in operations. The Alternate Proposal must be shown on a separate proposal form and clearly marked "Alternate" and it may be included in the main proposal packet.

1.7.3 During the length of the contract, and as processes change with technology, alternate disposal methods may become available. When this develops the Contractor may submit a proposal option that includes descriptive information and documentation regarding the technology. The method must be approved by the US EPA and federal, state and local governments.

1.7.4 The City is exempt from General Sales Taxes and tax documents are available upon request.

1.8 **CONTRACT PERIOD:** The contract term will be for ten (10) years. All provisions in the contract are required. A Contract draft is included with this packet. **(Exhibit E)**

1.9 **AWARD:** The award will only be to a responsible contractor qualified by experience, qualifications, as well as cost. The award may be issued at a subsequent meeting of the Utilities Service Board. All bids submitted shall be valid for a period of sixty (60) calendar days from the date of bid opening. Furthermore, CBU may reject any and all bids, to waive any irregularities or informalities in a bid submittal, and to issue a new or modified Invitation to Bid (ITB) if it is found to be in the best interest of CBU.

1.10 KEY DEADLINE DATES:

| Event | Time | Day | Date |
|---|----------------------------------|-----------------|--------------------------------------|
| Invitation to Bid Issuance Date | N/A | Friday | July 31, 2015 |
| Site Visit Availability – Non Mandatory | 8:00 a.m. – 3:00 p.m. Local Time | Monday - Friday | Must be completed by August 19, 2015 |
| Inquires Due | 5:00 p.m. Local Time | Friday | August 14, 2015 |
| Affirmative Action Plan Due | 5:00 p.m. Local Time | Friday | August 21, 2015 |
| Bid Submittal Deadline | 4:00 p.m. Local Time | Monday | August 24, 2015 |
| Bid Opening – Utilities Service Board Meeting | 5:00 p.m. Local Time | Monday | August 24, 2015 |

**GENERAL CONDITIONS
PART II**

2.1 SUBMISSION REQUIREMENTS: Sealed bids shall be submitted to the attention of the City of Bloomington Utilities Service Board. The original hard copy bid submittal packet shall be clearly marked “CBU Solids Waste Hauling Bid ITB #2015-CBU-001”. Bids will be due to the address listed below on or before 4:00 p.m. (local time), Monday, August 24, 2015. No electronic or facsimile offers will be accepted.

Sealed bids will be opened and read aloud at the City of Bloomington Utilities Service Board meeting on Monday, August 24, 2015, at 5:00 p.m. (local time). Any bids received after the deadline will be returned unopened.

Submit Bids To:

City of Bloomington Utilities Service Board
Attn: Tom Swafford, President
600 E. Miller Dr.
Bloomington, IN 47401

2.1.1 It is the Contractor’s responsibility to assure actual delivery of bid documents with CBU prior to the established deadline. To confirm receipt of your submittal, please contact Kim Alexander at 812.349.3650, or alexandk@bloomington.in.gov.

2.2 BID SUBMITTAL COSTS: Those submitting bids do so entirely at their expense. There is no expressed or implied obligation by the City to reimburse any individual or firm for any costs incurred in preparing or submitting bids, or providing additional information when requested by the City.

2.3 ACCEPTANCE: Submission of any bid indicates acceptance of the conditions and requirements contained in the ITB and contract draft unless clearly and specifically noted otherwise in the bid documents.

2.4 INQUIRIES: It is the responsibility of each Contractor to examine the ITB and to seek clarification in writing if the Contractor does not understand any information or instructions.

Questions regarding the ITB must be submitted in writing or via email. Submissions shall include "CBU Biosolids Hauling ITB #2015-CBU-001" in the subject line. The City assumes no liability for assuring accurate/complete/on time e-mail transmission and receipt. Inquires must be submitted via email no later than 5:00 p.m. local time, Friday, August 14, 2015.

- a. Reference the page number and paragraph within this ITB relevant to the question presented for clarification.
- b. Any ambiguities or inconsistencies shall be brought to the attention of the City through written communication or via email by 5:00 p.m. local time August 14th, 2015.

Bid and Document questions should be addressed to:

Julie Martindale, Purchasing Mgr.
401 N Morton St, Ste. 240
Bloomington, IN 47404
martindj@bloomington.in.gov

Technical questions should be addressed to:

John Langley, Deputy Director, Utilities Department
600 E Miller Dr.
Bloomington, IN 47401
langleyj@bloomington.in.gov

2.5 SITE VISIT: All interested Contractors may schedule a site visit to each treatment plant prior to submitting a bid. A site visit is not mandatory to submitting a bid. Site visits must be scheduled with John Langley at 812.349.3656 and be completed by Wednesday, August 19, 2015.

- 2.6 COMPLIANCE:** Vendor warrants and agrees that its performance under this contract at all times comply with all laws, codes, rule, ordinances and regulations, be they local, state or federal.
- 2.7 BID REJECTION:** The City reserves the right to reject any and all bids, in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids.
- 2.8 BID SUBMITTAL FORMAT (Exhibit G):** In order to facilitate the bid opening, Contractors are required to submit their bid on the Bid Form included in this packet. Bid submittals must specify a hauling rate per ton and must include all hauling and landfill tipping charges. No additional charges or fees will be approved if they are not included in the bid submittal. Any bid submitted that deviates from these instructions may be considered non-responsive and may be disqualified at the discretion of the City.
- 2.8.1** Include Contractor’s Statement of Experience and Qualifications relevant to this project. (Include on a separate sheet from Bid Form.)
- 2.8.2** Include three (3) references including contract information. (Include on a separate sheet from Bid Form.)
- 2.8.3** Include list of equipment inventory to be maintained the duration of the contract. (Include on a separate sheet from Bid Form.)
- 2.8.4** Include all mandatory completed Affidavits and the Affirmative Action Breakdown. The Affirmative Action Plan and Breakdown **must** be reviewed with City of Bloomington Compliance Officer **prior** to bid submittal (See section 3.3).
- 2.9 ADDENDUM:** If revisions become necessary, the City will provide written addendum(s). **All addendums issued by the City must be so noted on any bid(s) that are submitted to the City.** Contractors shall contact the City Purchasing Manager to ascertain whether any addendums have been issued. Any Addendums will be posted on the City’s website: <http://bloomington.in.gov/rfp>

GENERAL REQUIREMENTS PART III

- 3.1 INSURANCE:** The Contractor, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions specified by the City and as shown in the contract draft (**Exhibit E**).

3.2 BID BOND: Each bidder shall deposit with their bid documents either a certified check or bid bond made payable to City of Bloomington Utilities Service Board in the sum equal to five percent (5%) of the bid. All checks and bonds submitted by unsuccessful bidders will be returned within seven (7) days of bid closing. The bond or check submitted by the successful bidder will be returned to the Contractor upon execution and approval of the contract.

3.3 AFFIRMATIVE ACTION PLAN (Exhibit A): For proposals and contracts over \$10,000, the bidder shall submit, and have approved by the City of Bloomington Compliance Officer, Barbara McKinney, their Affirmative Action Plan at least twenty four (24) hours prior to the deadline for submission of bids. Bids received that do not have an approved Affirmative Action Plan will be returned unopened. Each Vendor shall insure that all employees and applicants for employment are not discriminated against because of race, religion, color, sex, national origin, ancestry or disability. All protected classes must be included in the Affirmative Action Plan for it to be acceptable. In addition to other requirements, you must include a workforce breakdown, an internal grievance procedure, a non-retaliation statement, designation of a person by name or position who is responsible for implementation of the Plan, applicability to both applicants and employees, recruitment of minorities, equal access to training programs, and an explanation of your method of communicating the operations of your Plan to employees and prospective applicants.

You should submit your plan **SEPARATELY** from the sealed bid and **EACH VENDOR MUST REVIEW THEIR AFFIRMATIVE ACTION PLAN WITH BARBARA MCKINNEY IN ADVANCE OF THE BID SUBMITTAL DEADLINE. This requirement should be completed as earliest as possible.** Office hours are from 8:00 a.m. to 5:00 p.m. local time, Monday through Friday. Her contact information is (812) 349-3429 or mckinneb@bloomington.in.gov. **WORKFORCE BREAKDOWN FIGURES MUST BE UPDATED EVERY SIX MONTHS.** Bidders who fail to submit acceptable plans are subject to disqualification.

3.4 E-VERIFY AFFIDAVIT (Exhibit B): Vendor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. Vendor shall sign an affidavit, attached hereto as Exhibit B and incorporated herein by reference, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General. Vendor and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the contractor or subcontractor subsequently learns is an unauthorized alien.

3.5 NON-COLLUSION AFFIDAVIT (Exhibit C): Vendor is required, pursuant to Indiana Code 5-22-16-6, to affirm it has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by Vendor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

3.6 NO INVESTMENT IN IRAN AFFIDAVIT (Exhibit D): Vendor is required to certify that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5. (This is not required if federal law ceases to authorize the adoption and enforcement of this statute.) Vendor shall sign an affidavit, attached hereto as Exhibit D and incorporated herein by reference, affirming that Vendor is not engaged in said investment activities.

EXHIBIT A



City of Bloomington Human Rights Commission

2015

RE: Affirmative Action and Living Wage

Ordinance To: Prospective Bidders

Affirmative Action: All bidders with the City of Bloomington for projects in excess of \$10,000.00 must submit an affirmative action plan to my office. This plan must insure that applicants are employed and that employees are treated in a manner that provides equal employment opportunity and tends to eliminate inequality based upon race, religion, color, sex, national origin, ancestry or disability.

In addition, pursuant to the Responsible Bidders Ordinance, all bidders with the City of Bloomington for public work bids of \$150,000 or more must include two additional protected categories in their affirmative action plan: sexual orientation and gender identity.

Even if your company already has a plan on file with the City, you must check with me to make sure that it complies with our current requirements. If you already have a plan, but it does not cover all of the City's current requirements, you may submit a separate supplement with your plan to fill any gaps.

You must submit your written affirmative action plan (or supplement) to me at least twenty-four hours before the bid deadline. You must submit your plan to me separately from your bid. The twenty-four hours will give me sufficient time to review your and the other bidders' plans. I recommend that you submit your affirmative action plan to me earlier, if possible, so that you and I will have time to work out any problems that may be in your plan. Bidders who fail to submit acceptable plans by the deadline are subject to disqualification.

I strongly advise you to confirm with me that I have received your plan and that it meets our requirements well before the bid deadline. We will make every effort to work with you to clear up problems. But it remains your responsibility to confirm that I received your plan and that it complies with our requirements. If you fail to confirm that I received and approved your plan, you risk losing your eligibility to bid. We will be glad to provide a receipt upon request. Please let us know if you want a receipt when you submit your plan.

You must insure that all the protected classes listed above are included in your plan. In addition to other requirements, your plan **MUST** include a workforce breakdown, an internal grievance procedure, a non-retaliation statement, designation of a person by name or position who is responsible for implementing the plan, applicability to both applicants and employees,

401 N. Morton Street • Bloomington, IN 47404



Phone: (812) 349-3429 • Fax: (812) 349-3441

www.bloomington.in.gov

e-mail: human.rights@bloomington.in.gov

recruitment of minorities, equal access to training programs, and an explanation of your methods of communicating the operations of your affirmative action plan to your employees and prospective applicants.

Accompanying this letter you will find the following materials:

- (1) A workforce breakdown form. You MUST submit a workforce breakdown (sometimes called a "utilization report") with your Affirmative Action plan. This form is provided for your convenience. If you already have a current form you have completed for another jurisdiction that includes the same type of information, you may substitute a copy of that form instead of using our form. Your workforce breakdown figures must be updated every six months. Even if you already have an acceptable affirmative action plan on file with my office, you should submit a new workforce breakdown each time you bid for a City Contract, to be sure we have up-to-date figures.
- (2) An Affirmative Action Plan checklist. I will use this checklist to review your affirmative action plan. If you compare your plan with this list, you should be able to tell whether your plan fulfills the City's requirements. If you omit any of the elements on the checklist, your plan will not be approved.
- (3) Two sample affirmative action plans: one for bidders covered by the Responsible Bidders Ordinance and one for all other bidders. These may be useful if your company has never designed an affirmative action plan before. Feel free to adopt one of these plans as your own or to amend them to meet your needs.

Additional materials, such as the City of Bloomington's Contract Compliance Regulations, are available from my office upon request.

Living Wage: Also, please be aware that you may be required to comply with the Bloomington Living Wage Ordinance. Whether the LWO applies to your project depends upon the size and type of your project and the number of people you employ. If you have questions about the applicability of the LWO, click on the LWO flow chart at: www.bloomington.in.gov/livingwage or call me. For 2015, the living wage for covered employees is \$12.31 an hour.

For any questions contact me at 812.349.3429 or mckinneb@bloomington.in.gov. My office hours are Monday through Friday, 8-5.

Thank you.

Barbara E. McKinney, Human Rights Director/Contract Compliance Officer

BLOOMINGTON HUMAN RIGHTS COMMISSION

Model Affirmative Action Plan for Bidders Covered by Responsible Bidder Ordinance Policy Statement

_____, Inc., declares its policy to provide equal opportunity in employment, training and advancement, and to administer its employment practices without regard to race, color, religion, sex, national origin, ancestry, disability, sexual orientation or gender identity. Our policy of nondiscrimination will prevail throughout every aspect of our employment practices, including recruitment, hiring, training and all other terms and conditions of employment. We shall implement an affirmative action plan to make it widely known that equal employment opportunities are available on the basis of individual merit. We shall survey and analyze our employment workforce annually to determine what steps, if any, are needed to conform effectively with this equal employment policy.

Responsible Officer

Mr. or Ms. _____ (or the _____ officer) is the equal employment opportunity officer for our company and is responsible for implementing this affirmative action policy.

Publication of Policy

Our employees will be made aware of our commitment to affirmative action through the following procedures:

- posting notices on employee bulletin boards,
- including our policy statement and plan in our personnel manual,
- regularly sending out notice of our policy in paycheck envelopes,
- and training supervisors to recognize discriminatory practices.

We will make potential employees aware of our policy through the following procedures:

- including the words "Equal Opportunity Employer" in all of our advertisements and notices for job openings
- notifying employment agencies about our commitment
- sending notice of our policy to unions

Implementing Our Policy

Our affirmative action plan will be implemented by widening our recruitment sources. We shall advertise in newspapers and other media that reach people in protected classes. We shall send job notices to schools with large percentages of students in the protected classes and to local groups that serve these classes.

We shall examine our hiring practices periodically to insure that we consider only job-related qualifications in filling our positions. We shall discard irrelevant educational requirements and unnecessary physical requirements. We shall retain only job-related questions on our employment application.

Grievance Procedure

We shall keep affirmative action information on each applicant, but separate from his or her application. We shall keep records on our hiring decisions to evaluate the success of our affirmative action measures. We shall decide placement, duties, benefits, wages, training prospects, promotions, layoffs and terminations without regard to race, sex, religion, color, national origin, ancestry, disability, sexual orientation or gender identity.

If an employee feels he or she has been discriminated against on the basis of race, sex, religion, color, national origin, ancestry, disability, sexual orientation or gender identity he or she may bring the complaint to his or her immediate supervisor. If the complaint is not resolved readily at that level, he or she may submit it to _____ (personnel officer, corporate president, other) who will make a final decision on its validity. This grievance process does not preclude his or her complaining to local, state or federal civil rights agencies. We will not retaliate against an employee or applicant for voicing a grievance or for filing a complaint with the appropriate agency.

Our current workforce breakdown is shown on the attached form.

Corporate President

Date

AFFIRMATIVE ACTION PLAN CHECKLIST

NOTE: This is **not** an Affirmative Action Plan

Effective Date: _____

| Contractor: Plan MUST Include: | Yes | No | Comments: |
|--|--------------------------|--------------------------|------------------|
| Policy statement of equal employment opportunity | <input type="checkbox"/> | <input type="checkbox"/> | |
| Covers: Applicants for employment | <input type="checkbox"/> | <input type="checkbox"/> | |
| Employees | <input type="checkbox"/> | <input type="checkbox"/> | |
| On basis of: Race | <input type="checkbox"/> | <input type="checkbox"/> | |
| Religion | <input type="checkbox"/> | <input type="checkbox"/> | |
| Color | <input type="checkbox"/> | <input type="checkbox"/> | |
| Sex | <input type="checkbox"/> | <input type="checkbox"/> | |
| National Origin | <input type="checkbox"/> | <input type="checkbox"/> | |
| Ancestry | <input type="checkbox"/> | <input type="checkbox"/> | |
| Disability | <input type="checkbox"/> | <input type="checkbox"/> | |
| Sexual Orientation* | <input type="checkbox"/> | <input type="checkbox"/> | |
| Gender Identity* | <input type="checkbox"/> | <input type="checkbox"/> | |
| Designates a person responsible for implementation of the Plan | <input type="checkbox"/> | <input type="checkbox"/> | |
| Provides for communication of the policy: | | | |
| Within the Organization | <input type="checkbox"/> | <input type="checkbox"/> | |
| Outside the Organization | <input type="checkbox"/> | <input type="checkbox"/> | |
| (e.g., recruitment sources, unions) | | | |
| Applies to all terms and conditions of employment (e.g., hiring, placement, promotion, duties, wages, benefits, use of facilities, layoff, discipline, termination) | <input type="checkbox"/> | <input type="checkbox"/> | |
| Provision for: Recruitment from minority groups | <input type="checkbox"/> | <input type="checkbox"/> | |
| Provision for: Equal access to training programs | <input type="checkbox"/> | <input type="checkbox"/> | |
| Grievance Procedure | <input type="checkbox"/> | <input type="checkbox"/> | |
| Prohibits retaliation for filing grievances | <input type="checkbox"/> | <input type="checkbox"/> | |
| Workforce Breakdown | <input type="checkbox"/> | <input type="checkbox"/> | |
| (figures up to date within 6 months) | | | |

EXHIBIT D

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT REGARDING NO INVESTMENT IN IRAN

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the _____ of _____.
(Job title) (Company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington Utilities to provide services.
3. As required by Indiana Code 5-22-16.5-13, the undersigned hereby certifies under penalties of perjury that the company named herein is not engaged in investment activities in Iran.

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2015.

My Commission Expires: _____

Notary Public

County of Residence: _____

CONTRACT

This agreement is entered into between the City of Bloomington Utilities through its Utilities Service Board (hereinafter referred to as "Board") and _____ ("Contractor"). The terms of this agreement shall govern over prior and subsequent offerings, proposals, purchase orders, or similar communications unless otherwise specifically agreed to in writing by both the Board and Contractor.

Terms and Conditions

(1) **SERVICES PROVIDED BY CONTRACTOR:** Contractor agrees to transport bio-solids from the City of Bloomington's two Waste Water Treatment Plants located at Dillman Road Plant, Blucher Pool Plant and _____ to _____ Landfill located at _____, Indiana. The City shall pay the Contractor _____ (\$_____) per ton (which includes the haul and dump fees) for calendar year 2015, with a yearly increase effective January 1 of each calendar year of two percent (2%) throughout the life of this Contract.

(2) **EFFECTIVE DATE:** This Contract shall be in effect from the _____ day of _____, 2015 for a period of ten (10) years.

(3) **TERMINATION:** The Board may terminate this agreement at any time upon sixty (60) days written notice.

(4) **INSURANCE:** Before commencing work, the Contractor shall obtain, at its own cost and for the duration of the Contract, the following insurance:

- A. Commercial General Liability: One Million Dollars each occurrence limit for bodily injury, personal injury, and property damage; Two Million Dollars general aggregate limit; Two Million Dollars products - co-operations aggregate limit. If the Commercial General Liability coverage contains a general aggregate limit, such general aggregate shall apply separately to each project. The City of Bloomington, The City of Bloomington Utilities and Board, and all other parties required of the Contractor, shall be included as insured on the Commercial General Liability policy.
- B. Automobile Liability: Business automobile liability with limits of at least One Million Dollars per accident. Business automobile coverage must include coverage for liability arising out of all owned and/or leased vehicles.
- C. Workers Compensation and Employer's Liability: Statutory coverage in compliance with the Workers Compensation Laws of the State of Indiana shall be obtained, and said coverage shall include employer's liability-stop gap with minimum limits of: One Million Dollars each accident; One Million Dollars each disease; One Million Dollars each employee.

Insurance for additional insured shall apply as primary and non-contributing insurance before any other insurance. If required by the Contract document, any subcontractor shall obtain additional coverage and/or increased limits. An excess liability/umbrella policy may be used to meet minimum limit guidelines.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the City, and the officers, employees and agents of each shall be named as insured under the General Liability and Automobile Insurance policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss hereunder.

Contractor shall provide evidence of each insurance policy to the Board prior to the commencement of work under the agreement. Approval of the insurance by the Board shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from service or operations performed pursuant to this agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Board required proof that the insurance has been procured and is in force and paid for, the Board shall have the right at Board's election to terminate the agreement.

(5) **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor hereby indemnifies and shall defend and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, attorney's fees, costs and expenses of whatsoever nature arising out of the performance of this agreement, including those arising out of injury to or death of Contractor's employees or subcontractors, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Contractor or its employees, agents or subcontractors.

(6) **COMPLIANCE WITH LAW:** Contractor shall fully comply with all applicable federal, state, and local laws and executive orders, codes, regulations and plans issued pursuant thereto. Without limiting the generality of the foregoing, Contractor shall fully comply with each and every requirement of the following laws, orders and regulations as they pertain to this Contract and as they have been or may be amended:

- A. The Fair Labor Standards Act.
- B. The Federal Equal Employment Opportunity Laws including, without limitation, the Civil Rights Act of 1964, Executive Order No. 11246, and any regulations promulgated thereunder in the "Equal Opportunity Employment Clause" set forth therein.
- C. Rules and Regulations of the Department of Transportation, Federal Highway Administration, and Bureau of Public Roads.
- D. The Social Security Act.

(7) **SAFETY AND HEALTH:** Contractor shall comply with all applicable federal, state, and local safety and health laws and regulations, including, but not limited to, the Occupational Safety and Health Administration (OSHA) Safety and Health Regulations for the construction industry and all general industry standards and regulations applicable thereto. Contractor acknowledges, represents and agrees that it is the controlling employer in any and all instances of its work, and, as such, Contractor shall be fully liable for any violation of OSHA regulations by Contractor and its agents and employees, and subcontractors. Contractor, in signing this agreement, represents that it has studied and is familiar with all applicable federal, state and local safety and health laws and regulations. Contractor shall observe such laws and regulations and be liable for any violation thereof by Contractor and its agents or employees or its subcontractors.

(8) **PERFORMANCE:** Contractor represents that it is fully qualified to perform the quantity and type of work contained herein. If Contractor fails to supply the labor, materials, equipment and supervision in sufficiency and quantity to meet the Board's progress schedule, or if Contractor fails to correct defective workmanship or materials, or if Contractor fails to obtain a waiver of lien, or if Contractor violates any provision of this agreement, Contractor will be in default. If the default is not remedied to the satisfaction of the Board within forty-eight (48) hours after Contractor receives written notice of the default, the Board may make any other arrangements the Board deems necessary.

(9) **PAYMENT:** Contractor shall submit a monthly invoice for each plant to the Board. City will pay approved invoices within thirty (30) days of Board approval.

(10) **APPROPRIATION OF FUNDS:** Notwithstanding any other provision of this agreement, if funds for the continued fulfillment of this agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this agreement without penalty.

(11) **INDEPENDENT CONTRACTOR:** During the entire term of this agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Board.

(12) **NOTICE:** Any notice required hereunder shall be provided to the following addresses:

Contractor: _____

City of Bloomington: City of Bloomington Utilities
Attn.: Patrick Murphy
600 E. Miller Drive
Bloomington, Indiana 47401

(13) **WAIVER:** No failure of either party to enforce a term of this agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this agreement shall be considered to be a waiver of any other term or breach thereof.

(14) **SEVERABILITY:** The invalidity, illegality or unenforceability of any provision of this agreement or the occurrence of any event rendering any portion or provision of this agreement void shall in no way affect the validity or enforceability of any other portion or provision of this agreement. Any void provision shall be deemed severed from this agreement, and the balance of the agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this article shall not prevent this entire agreement from being void should a provision which is of the essence of this agreement be determined void.

(15) **ASSIGNMENT:** Neither the Board nor the Contractor shall assign any rights or duties under this agreement without the prior written consent of the other party; provided, however, Contractor may assign its rights to payment without the Board's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this agreement.

(16) **THIRD PARTY RIGHTS:** Nothing in this agreement shall be construed to give any rights or benefits to anyone other than the Board and the Contractor.

(17) **GOVERNING LAW:** This agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this agreement shall be in Monroe County, Indiana.

(18) **NON-DISCRIMINATION:** Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

(19) **VERIFICATION OF EMPLOYEES' IMMIGRATION STATUS:** Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the Board.

(20) **NO INVESTMENT IN IRAN:** Contractor is required to certify that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5. (This is not required if federal law ceases to authorize the adoption and enforcement of this statute.) Contractor shall sign an affidavit, attached hereto as Exhibit B and incorporated herein by reference, affirming that Contractor is not engaged in said investment activities.

(21) **INTEGRATION AND MODIFICATION:** This agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this agreement.

(22) **NON-EXCLUSIVE CONTRACT:** This is not an exclusive contract. The Board explicitly reserves the right to retain other haulers and to have CBU haul waste.

This agreement may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, Board and Contractor have executed this Contract this _____ day of _____, 2015.

City of Bloomington Utilities
Utilities Service Board

By: _____
Tom Swafford, USB President

By: _____

Attest: _____
Patrick Murphy
Director of Utilities

Attest: _____

Blucher Poole Wastewater Treatment Plant

5555 N Bottom Rd Bloomington IN 47404-9294

812.876.4875 Fax: 812.876.9276

Plant Manager - Bob Johnson Ext. 101

johnsonb@bloomington.in.gov

Dillman Road Wastewater Treatment Plant

100 W Dillman Rd Bloomington IN 47403-9407

812.824.4900 Fax: 812.824.2894

Plant Manager - Garrett Towell Ext. 101

towellg@bloomington.in.gov

Solids Handling Manager - Wayne Henderson Ext. 148

hendersw@bloomington.in.gov

812.325.6371

Monroe Water Treatment Plant

7470 S Shields Ridge Rd Bloomington IN 47401-9550

812.824.9311 Fax: 812.824.9572

Plant Manager - Tim Gholson Ext. 101

gholsont@bloomington.in.gov

EXHIBIT G

CITY OF BLOOMINGTON BID FORM

TO: City of Bloomington Utilities Service Board
Attn: Tom Swafford, President
600 E. Miller Drive
Bloomington, IN 47401

Bids must be sealed and either mailed or hand delivered to the address shown on this form. No faxed or emailed Bids will be allowed. Bids received after the submittal date and time will be returned to the Bidder unopened.

HAULING CONTRACTOR INFORMATION

Company: _____
Signature: _____
Name (print): _____
Address: _____
Telephone: _____ Fax: _____
E-Mail: _____

| ITEM | DESCRIPTION | UNIT PRICE PER TON |
|-------------|---|---------------------------|
| 1. | Per ton cost for hauling and disposal of wastewater Biosolids. (Must include all fees) | \$ |
| 2. | Alternate Bid: Per ton cost for hauling and disposal for wastewater Biosolids. (Must include all fees) | \$ |

Please attach a separate sheet to your bid documents listing business experience and qualifications, references, and equipment information. Responses will be considered by the City in assessing bidder responsibility and qualifications.

BUSINESS EXPERIENCE AND QUALIFICATIONS

Document your prior business experience with similar projects and give a detailed listing of the company's qualifications which are applicable to the Scope of Work listed in the Invitation to Bid.

REFERENCES

Please provide three (3) customer (government or private industry) references for contracts of similar scope and size within the last five (5) years.

EQUIPMENT

Bidders shall provide make, model and quantity of equipment to be used in the performance of this contract.