



**Contract - Biosolids Transport  
Bid Document  
Grand Valley Regional Biosolids**



The Grand Valley Regional Biosolids Authority (the “Authority”) seeks qualified firms with proven experience who can successfully transport biosolids to various locations from the Authority Dewatering Facilities (DF) located at 1300 Market Ave. SW Grand Rapids, Michigan which is owned by the Authority, consisting of the partners: the City of Grand Rapids, Michigan and City of Wyoming, Michigan. The contract shall be for an initial three (3) year term, with one three (3) year renewal which may be terminated by the the Authority on reasonable notice without penalty or cause.

All quantities herein shall be for cost analysis and project sizing only and are not a guarantee of minimum or maximum quantities.

**Bidder shall note:**

Bidders are required to complete and submit all information requested, including but not limited to, the bid bond, in the manner requested with the bid submission.

**Bid bond/performance bond requirements:**

A bid bond in the amount of 5% of the total bid price shall accompany each bid. For the purposes of calculating bid bond amount, bidders can assume annual total wet tons of 60,000. No bid shall be considered unless it is accompanied by the required guarantee. The bid guarantee shall insure the execution of the bid and award, and the furnishing of a performance bond for 100% of the contract amount and power of attorney by the successful bidder. Bid bonds by salesman or agents of the contractor are not acceptable. Bids shall remain firm until June 30, 2022. An exception to this requirement shall not be allowed.

**Submission of bids:**

The manner in which bids are submitted is important and may affect if the bid is responsive and considered a valid bid.

Bids are due no later than **June 7, 2022 at 1 pm. EST.** Late bids will not be accepted.

Bids shall be delivered to:

Grand Valley Regional Biosolids Authority  
Sealed Bid Transportation – Attn: William Kaiser  
1300 Market Ave. SW  
Grand Rapids, Mi. 49503

**Evaluation criteria:**

The selection of the successful Company will be based on a combination of factors, which, in the Authority's opinion, will best serve the Authority's interest in obtaining the desired service levels. Factors that will be considered as part of the award process shall include but not be limited to:

- Overall use of green or sustainable business practices
- Past performance
- Quality of services proposed
- Adherence to bid requirements
- Responsiveness to the bid
- Qualification and experience of contractor
- Size of the Company's Fleet
- Fleet Fuel Economy
- Ability to handle all work/capabilities
- References
- NBP Biosolids BMP participation
- Total first year cost
- Exceptions to the bid

**Cost:**

Provide cost information as requested in Attachment B. Year 1 will be July 1, 2022 through June 30, 2023. Year 2 will be July 1, 2023 through June 30, 2024. Year 3 will be July 1, 2024 through June 30, 2025.

**Annual cost adjustments:**

Pricing shall remain firm for each yearly period of the contract. Annual adjustments for the contract shall be as bid. No other cost adjustments will be considered.

**Authority Project Manager:**

The Authority designated Project Manager shall be William Kaiser, City of Grand Rapids Acting Assistant Supervisor of Environmental Services (wkaiser@grcity.us) or (616) 456-3214. The Project Manager serves as the bidder's only point of contact with the Authority and its partners throughout the bidding and award process. Failure to comply shall be grounds for bid rejection.

The Authority Project Manager, when hereinafter used, shall refer to the administrator or designated representative responsible for the facilities as defined herein and will be the contact person for the successful Company for day-to-day operations. The Authority Project Manager will serve as the Authority contact for all contractual issues.

The Authority Project Manager is the sole point of contact in the Authority with regards to all procurement and contractual matters relating to the commodities and/or services described herein. The Authority Project Manager is the only office authorized to change, modify, amend, alter, clarify etc, the specifications, terms, and conditions of this bid and any contract awarded as a result of this request. The designated Authority Project Manager shall remain the “sole point of contact” throughout the life of the contract until such time the Authority board directs otherwise in writing.

Any and all items requiring the approval of the Authority Project Manager shall be submitted in writing with all information required for the Authority Project Manager to review and make a determination. Items will be returned “Rejected” should the Company fail to provide complete information. All approvals must be in writing. The Authority shall not be liable for any work or investment that has not been approved in writing by the Authority Project Manager.

**Biosolids quantities:**

Quantities herein shall be for cost analysis only and are not a guarantee of minimum or maximum quantities. When disposing of Biosolids, 5 days a week (Monday-Friday), the City of Grand Rapids averages 210 wet tons of Biosolids each day and utilizes up to 3 landfills each day. With the addition of the Wyoming Biosolids, the anticipated 5 day disposal quantity is expected to be 240 wet tons on average and during periods when all Wyoming Biosolids are processed at the facility can exceed 300 wet tons each day. Biosolids disposal may be required more frequently than five days a week. One yard of Biosolids weighs 1700-2100 lbs depending on solids concentration.

The Authority may choose to transport the biosolids to a different location. In the event that they choose to do so, a contract modification or addendum may be necessary between the Authority and the Company to obtain pricing for transport of biosolids to a site not bid herein.

**Contract modifications:**

The contract shall not be modified, amended, extended, or augmented without prior approval of the Authority Project Manager. Authority board approval may also be required.

Change orders of any nature reflecting a modification to this contract shall not be permitted without prior approval of the Authority Project Manager. Failure to comply may result in cancellation of the contract.

**Notice to proceed:**

No work shall begin until a contract and notice to proceed has been issued by the Authority Project Manager. It is anticipated the notice to proceed, when a contract is ultimately awarded, will be issued in June of 2022 with work beginning July 1, 2022.

**Discrepancies or omissions:**

If a bidder should identify discrepancies or omissions in these documents, it shall promptly notify the Authority Project Manager. If necessary, the Authority Project Manager will issue a bid addendum to all bid solicitors. Any costs not included herein shall not be considered under the contract.

**Licenses, certifications:**

All applicable licenses and certifications as specified herein, including Sub-Contractors, shall be provided with the bid response.

**Laws, permits and licenses:**

The Company shall be fully informed of all Local, State and Federal laws, ordinances and regulations in any manner affecting those engaged or employed in the work, or the equipment and materials used in the work. The Company shall at all times observe and comply with all such laws, codes, ordinances and regulations.

**Permits, licenses, fees:**

The successful bidder will be responsible for adherence to all City of Grand Rapids, State and Federal rules, regulations, and ordinances and will be required to obtain and pay for all permits, licenses and fees pertaining to the work required herein.

**Fines/legal fees:**

Company shall be responsible and held accountable for any and all fines or legal actions initiated against the Authority or its partners for any negligence on his/her part, or his/her sub-Contractor, to comply with all laws, permits, and licenses as required by Federal, State, or local agencies. Furthermore, the Company shall agree to pay the Authority and its partners for any and all legal fees incurred as part of any negligence on the part of the Company or his/her sub-Contractor.

**Assignments:**

The Company shall not assign, transfer, convey or otherwise dispose of the contract or his/her right to execute it or his/her right, title, or interest in the contract without written approval of the Authority Project Manager.

**Sub-Contractors:**

Bidders shall identify any sub-Contractors intended to be used; the information shall be submitted as specified herein.

**Performance:**

Failure to perform as specified in the bid documents, attachments, and references herein may be grounds for contract cancellation or termination.

Failure to perform as directed by the Authority Project Manager in a timely and satisfactory manner according to industry standards for like work may be grounds for contract cancellation or termination. All work shall be performed in accordance with nationally recognized standards, and applicable codes, and in a fashion so as not to cause an unreasonable risk of harm to the Authority or its partners and employees.

Failure to aggressively address and eliminate odors related to the work shall be grounds for contract cancellation or termination.

**Resolution of disputes:**

Except as otherwise herein, failure by the Company to perform any of the work, or to perform as specified, may result in further action to be taken by the Authority. The attention of the Company shall be called to the issue, failure or omission, and an immediate correction shall be made. At the time of the first occurrence the Authority Project Manager shall call for a meeting with the Company to eliminate any misunderstanding on the issues involved. If the situation repeats a second time the Authority Project Manager, in conjunction with an Authority Operation Committee, shall issue a written warning of contract violation and possible contract termination should the situation not be promptly resolved. If the situation occurs a third time, the Authority Project Manager and Authority Board shall call for another meeting with the Company after which a written "Notice of Contract Termination" may be issued by the Authority Board.

**Guarantees and warranties:**

The Company shall state in writing, and file with his/her bid, all guarantees and warranties to be provided.

**Coordination and Scheduling:**

The Authority shall use reasonable efforts to cooperate with the Company through the Authority Project Manager regarding the scheduling and/or coordinating of all deliveries and work at the Dewatering Facility. The Authority shall:

- a) provide biosolids to the Company which meet the regulatory requirements for landfill disposal;

- b) make all necessary payments to landfills designated by the Authority Project Manager;
- c) identify the destination of each Load; and
- d) Maintain the Dewatering Facility in good operating condition.

**Safety & protection of work site and public:**

The successful bidder will be responsible at all times, for protection of the work area and property related to and surrounding the project site. The Company shall become fully informed of and comply with all regulations of MIOSHA, OSHA, MDEQ, MDOT and EPA requirements and regulations for any and all materials and work habits that are in effect currently or come into effect at anytime during the contract period.

Bidders are required to provide the Authority and City of Grand Rapids with copies of MSDS or safety data sheets (SDS) for any and all products brought on to the property for any reason, at any time, prior to their use, throughout the life of the contract.

The Company shall have an adequate safety and safety-training program and equipment for all hazardous materials and confined space that shall provide the needed expertise required for the proper performance of the task(s) as outlined in the applicable Michigan rules and regulations or latest revision and as specified therein.

Should any discharge, leakage, spillage, emission or pollution of any type occur upon or from the premises due to Company's use and occupancy thereof, the Company, at its expense, shall be obligated to clean all the property affected thereby, to the satisfaction of the Authority and its partners. In the event that the discharge or spill is a result of failure of the live bottom hopper the Authority shall be obligated to clean all the property affected.

The successful Company, at its expenses, shall comply with all applicable laws, regulations, rules, and orders including but not limited to Federal, State, and Local regardless of when they become or became effective, and furnish satisfactory evidence of such compliance to the Authority upon request.

The successful bidder shall comply with all Federal, State and Local laws and regulations governing the furnishing and use of all safeguards, safety devices, and protective equipment, and take any other needed actions as his/her own responsibility as necessary to protect the life and health of employees on the job and the safety of the public and to protect property during the performance of the contract.

The successful bidder shall provide and maintain portable gas detectors for their employees onsite. Employees onsite must wear said gas detector at all times. The gas detectors must monitor oxygen, hydrogen sulfide, methane, and carbon monoxide.

**Cancellation clause:**

The Authority reserves the right to cancel or terminate this contract for any, or no, reason with 30 days written notice. The Company shall remove their equipment from Authority property within 30 days of written notice of cancellation or termination.

The Authority shall have the right to terminate the contract immediately upon written notice if the successful bidder fails to comply with all applicable State and Local regulations for non-performance, which may endanger the public health, safety or welfare or fails to comply with any portion of the contract. In which case, the Company shall remove their equipment and personnel from Authority property immediately upon written notice.

### **Insurance and Indemnity Requirements:**

(a) Disclaimer of Liability. The Authority shall not at any time be required to pay from its own funds for injury or damage occurring to any person or property from any cause whatsoever arising out of the Services or the Company's acts or omissions.

(b) Indemnification. The Company shall, at its sole cost and expense, indemnify, defend and hold harmless the Authority, the City of Grand Rapids, the City of Wyoming, and all their associated, affiliated, allied and subsidiary entities, now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, attorneys, and contractors (the Authority, the City of Grand Rapids, and the City of Wyoming and such other persons and entities being collectively referred to herein as "Indemnitees"), from and against:

i. Any and all liabilities, obligations, damages, penalties, fines, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any Service, act or omission of the Company, its personnel, employees, agents, contractors, subcontractors or affiliates, resulting in economic harm, personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, or invasion of privacy or any other right of any person, agency, firm, entity, partnership, association, limited liability company, or corporation, which may arise out of or be in any way connected with this Agreement, any Load or any property of the Company or its affiliates (including those arising from any matter or material contained in or resulting from any Load), the provision of work hereunder, Services or other services or the Company's failure to comply with any Federal, state or local statute, law, code, ordinance or regulation.

ii. Any and all liabilities, obligations, damages, penalties, fines, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to the Company, its contractors or subcontractors, and, upon the written request of the Authority,

the Company shall cause such claim or lien covering the Authority's property to be discharged or bonded within thirty (30) days following such request.

iii. Any and all liabilities, obligations, damages, penalties, fines, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any financing or securities offering by the Company or its affiliates for violations of the common law or any law, statute, or regulation of the State of Michigan or the United States, including those of the Federal Securities and Exchange Commission, whether by the Company or otherwise.

iv. The Company's obligation to indemnify the Indemnitees under this Agreement shall extend to claims, losses, and other matters covered hereunder that are caused or contributed to by the negligence of one or more Indemnitees. However, in such case the obligation to indemnify shall be reduced in proportion to the negligence of the Indemnitees.

(c) Assumption of Risk. The Company undertakes and assumes for its officers, agents, contractors and subcontractors and employees (collectively, the "Company" for the purpose of this Section 6), all risk of dangerous conditions, if any, on or about any the Authority-owned or controlled property, including but not limited to the Dewatering Facility, and the Company hereby agrees to indemnify and hold harmless the Indemnitees against and from any claim asserted or liability imposed upon the Indemnitees for personal injury or property damage to any person (other than from the Indemnitee's gross negligence) arising out of the Services, the Company's transportation or delivery of biosolids or other property or the Company's failure to comply with any Federal, state or local statute, law, code, ordinance or regulation.

(d) Defense of Indemnitees. In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, the Company shall, upon notice from any of the Indemnitees, at the Company's sole cost and expense, resist and defend the same with legal counsel selected by the Company and consented to by the Authority, such consent not to be unreasonably withheld; provided, however, that the Company shall not admit liability in any such matter on behalf of the Indemnitees without their written consent and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of the Company.

(e) Notice, Cooperation and Expenses. The Indemnitees shall give the Company prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section 6. Nothing herein shall be deemed to prevent the Indemnitees from cooperating with the Company and participating in the defense of any litigation by their own counsel. The Company shall pay all expenses incurred by the Indemnitees in defending themselves with regard to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall



also include the reasonable value of any services rendered by their counsel and the actual expenses of the Indemnitees' agents, employees or expert witnesses, and disbursements and liabilities incurred or assumed by the Indemnitees in connection with such suits, actions or proceedings but shall not include attorneys fees for services that are unnecessarily duplicative of services provided the Indemnitees by the Company.

(f) Insurance. During the Term of this Agreement, plus any time after the Term during which removal of the Company equipment is occurring, the Company shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

i. Worker's compensation insurance meeting State of Michigan statutory requirements and employer's liability insurance with minimum limits of Five Hundred Thousand (\$500,000) for each accident, and any applicable Federal insurance (such as FELA, Jones Act) of a similar nature.

ii. Commercial general liability insurance with minimum limits of Two Million Dollars (\$2,000,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for: premises and operations, products and completed operations liability; independent contractor's liability; railroad protection coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

(1) The Company shall provide a separate owner's and contractors protective policy with the Authority as a named insured with minimum limits of One Million Dollars (\$1,000,000) as the combined single limit for each occurrence of bodily injury and property damage, with the combined single limit increased by One Million Dollars (\$1,000,000) for each additional named insured.

iii. Liability insurance for sudden and accidental environmental contamination with minimum limits of Two Million Dollars (\$2,000,000) and providing coverage for claims discovered within three (3) years after the term of the policy.

iv. Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by the Company, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of the Michigan No-Fault Insurance Law, including residual liability insurance with minimum limits of Two Million Dollars (\$2,000,000) as the combined single limit for each occurrence for bodily injury and property damage.

v. All insurance policies other than those for worker's compensation and environmental contamination shall be written on an occurrence and not on a claims made basis.

vi. The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits in excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.

vii. All policies of insurance shall contain a waiver of subrogation clause in form and substance approved in advance by the Authority.

vii. All policies of insurance shall be issued without limitations on stacking of limits.

ix. All policies of insurance shall have a common renewal date.

(g) Named Insureds. All policies, except for worker's compensation policies, shall name the Authority, the City of Grand Rapids and the City of Wyoming and their respective officers, boards, commissions, councils, employees, agents and contractors, as their respective interests may appear" as additional insureds (the Authority, the City of Grand Rapids, the City of Wyoming, and such other persons and entities being collectively referred to herein as the "Additional Insureds") providing coverage for the negligence or other conduct of the Additional Insureds to the same extent as provided to the Company. Each policy which is to be endorsed to add Additional Insureds hereunder, shall contain cross-liability wording, as follows:

"In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

(h) Evidence of Insurance. A certificate of insurance evidencing the preceding coverages shall be provided by the Company to the Authority. Certificates of insurance for each insurance policy required to be obtained by the Company in compliance with this Section 6, along with written evidence of payment of required premiums, shall be filed and maintained with the Authority annually during the Term. The Company shall immediately advise the Indemnitees of any claim or litigation that may result in liability to them.

(i) Cancellation of Policies of Insurance. All insurance policies maintained pursuant to this Agreement shall contain the following endorsement:

"At least thirty (30) days' prior written notice shall be given to the

Grand Valley Regional Biosolids Authority, the City of Grand Rapids and the City of Wyoming by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same, such notice to be given by registered or certified mail."

(j) Insurance Companies. All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of Michigan or surplus line carriers on the State of Michigan Insurance Commissioner's approved list of companies qualified to do business in the State of Michigan. All insurance carriers and surplus line carriers shall be rated A+ or better by A.M. Best Company, or its successor, throughout the Term.

(k) Deductibles. All insurance policies may be written with deductibles but may not be written with retainages. No deductible shall exceed Fifty Thousand Dollars (\$50,000), unless approved in advance by the Authority in writing. The Company agrees to indemnify and save harmless the Indemnitees and Additional Insureds from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Agreement.

(l) Contractors. The Company shall require that each and every one of its subcontractors carry, in full force and effect, workers' compensation, commercial general liability, environmental contamination liability and automobile liability insurance which complies with all terms of this Section 6. In the alternative, the Company, at its expense, may provide such coverages for any or all its subcontractors (such as by adding them to the Company's policies), but if the Company does so it shall provide evidence of same in writing to the Authority.

(m) Insurance Primary. As between the Additional Insureds on the one hand, and the Company on the other hand, if more than one policy of insurance does or may apply to a given claim or matter, then the policy maintained by the Company pursuant to this Agreement shall be deemed the primary policy, and that policy shall contain a provision that states that it is the primary policy as opposed to any other policy of insurance that may apply to the Additional Insureds on any given claim or matter. The term "policy of insurance" as applied to the Additional Insureds shall include any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of, Additional Insureds, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of Additional Insureds.

### **General summary information & questionnaire:**

Bidders are required to complete the information requested and submit with the bid. Failure to do so may result in rejection of the bid as non-responsive.

The name, titles and addresses of all persons who are officers or partners in the organization are as follows:

NAME AND TITLE

ADDRESS - IF DIFFERENT THAN ON SIGNATURE PAGE

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List 5 references for which the bidder has performed similar work in the last 5 years.

NAME/CONTACT	ADDRESS	PHONE #

Provide detailed specific experience with similar work performed in the last 5 years:




## **National Biosolids Partnership BMP:**

The dewatering facility will have a certified National Biosolids Partnership Biosolids Management Program (BMP) and the Company will be required to participate for the duration of the contract. The City of Grand Rapids BMP can be reviewed at <http://grcity.us/enterprise-services/Environment-Services/Pages/Biosolids-BMP.aspx> The successful contractor shall submit approvable Standard Operating Procedures (SOPs) within 30 days of contract signing. The spill prevention plan must:

- Spill Response Plan shall, at a minimum, contain/address the following core elements:
  - Vehicle loading/off loading and potential transportation routes
  - Waste transporting vehicle maintenance
  - Secondary containment at facility site
  - Spill reporting to include MDEQ, local municipality, MDOT, etc.
  - Spill clean-up criteria (who, what, how)
  - Immediate verbal notification to the Authority
  - Formal written report of any spill to the Authority Project Manager within 7 days of the spill.
- Truck Loading Procedures
  - Safety in Load Out bay
  - Portable Gas Detector
  - Operation of the live bottom hopper
  - Leaking trucks are not permitted.
  - Inspection of seals and tailgates prior to loading and after loading.
  - Cleaning of any spilled material during loading.
- Truck Unloading Procedures
  - Leaking trucks are not permitted.
  - Inspection of seals and tailgates after unloading.
  - Cleaning off any spilled material during unloading (including material on mud flaps and on frame of vehicle).
  - Cleaning or sweeping of floor areas in truck load out garage will need to be done regularly to assure material does not escape from the facility on vehicle or tires.
- Vehicle Inspection
- Truck Washing Procedure and Frequency
  - Cleaning before leaving the load out facility
  - Cleaning before leaving landfill
  - Complete and thorough wash not less than weekly

As a minimum annually the Project Manager or Site Contact and the contractor shall review the SOPs and BMP requirements. Two employees will be inspected each quarter to assure contractor SOP's are up to date.

**Load-out facility information:**

The live bottom hoppers (silos) are provided by Schwing Bioset and a copy of sections from the Operation and Maintenance manual can be found in Attachment A.

**Silos:**

The storage silos at the Dewatering Facility can store approximately three (3) days of de-watered Biosolids. The Company must supply sufficient trucks to have the silos empty each Saturday and provide sufficient room during the week for continuous operation. The Company shall be responsible for operation of the silos during the filling of trucks. The front and back of double trucks can be filled without moving the truck. In the event the Company overfills a truck and there is no equipment malfunction, the Company shall be responsible for the immediate cleanup of the area. The design is such that the Company must open and close the Primary and Secondary gates as needed to fill trucks to optimum level (45 tons normally as spillage is not allowed). Currently, cameras and a monitor are used so that the driver can monitor the level while filling the truck.

**Transportation:**

Successful Company shall be required to cover all loads during transit. Trucks with defective or non-working equipment shall be removed from use immediately. Trucks shall not be in transportation if leaking or dropping sludge or water on ground/roadways. Trucks or truck bay floor shall be cleaned on an as needed basis to prevent tracking of sludge and/or to contain odors. Company shall be held responsible for all Federal, State, and local laws, ordinances, rules and regulations and the requirements of MDOT and DOT for the transportation of product as specified herein and as required by the Authority Project Manager.

The contractor shall provide copies of all landfill tickets and waste manifests on a daily basis. It is intended to only transport full loads.

**Odor control truck parking/loading:**

Truck loading and parking will be within the load-out garage which has a negative pressure. The exhaust from the storage/parking building(s) is routed to an odor treatment system provided by the Authority. Only one truck shall be on site at a time in order to minimize odors. Empty or full trucks shall not be staged outside the Dewatering Facility. One truck may be stored inside the Dewatering Facility load out garage during off hours.

**Training:**

The Company shall provide competent personnel with adequate training in the loading/off loading process and associated equipment. All drivers must be provided the following training prior to transporting biosolids:

- Awareness Training: Biosolids Management Program (provided by the Authority)
- BMP annual refresher training is also required each spring for all current drivers.
- All SOPs (Provided by Company)

A copy of the Contractor's training program shall be provided to the Authority prior to beginning work or after any modifications.

Documentation of training shall be provided to the Authority prior to a driver transporting Biosolids.

**Invoicing:**

Invoicing shall be on a monthly basis and shall include, but not be limited to, the following:

The Company shall submit invoices to the Authority Project Manager no later than the 10<sup>th</sup> of each month covering prior month's activities. The invoices shall be subject to verification by the Authority Project Manager and in the event no discrepancies exist, will be submitted for payment to the Authority.

All invoicing of goods and services related to the project shall be forwarded to the Project Manager.

Invoicing shall be on a monthly basis and shall include, but not be limited to, the following:

- A. Authority name
- B. Authority purchase order/contract number
- C. Dates of service covered in invoice
- D. Tons transported by location

**Odor control:**

Odors shall be a primary concern to the Company. Garage doors shall be closed at all times including loading, except when a truck is traveling through the opening. Truck exteriors, tires and truck frames shall be kept clean and free of biosolids (including mud flaps) at all times. Any biosolids that drop in and outside the load-out garage must be picked up immediately.

**Housekeeping:**

The contractor shall be responsible for the cleanliness of the trucks and truck load-out area.

**Terms and conditions of ensuing contract:**



Any ensuing contract shall be governed by the items in this bid. No additional or supplemental terms and conditions submitted by the bidder, as part of the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and shall be inapplicable to this bid and ensuing contract. If additional or supplemental terms and conditions either intentionally or inadvertently appear separately appear in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the general and any special conditions in this bid solicitation are the only conditions applicable to the bid and any ensuing contract and the bidders authorized signature affixed to the bid solicitation signature form attests to this. If you condition your bid on such additional terms and conditions, your bid shall be rejected as non-responsive.

**Bid responses comply with all terms, conditions, and specifications contained herein:**

Yes \_\_\_\_\_ No \_\_\_\_\_

Detail any exceptions below:

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List the types and number of Trucks Available for this project:

Type / Description	Capacity (yards)	Number

Provide the requested cost information as noted below.

Item	Units	Description	Year 1	Year 2	Year 3
1	\$/Wet Ton	Autumn Hills Recycling & Disposal Facility, 700 56th Ave, Zeeland, MI	\$ _____	\$ _____	\$ _____
2	\$/Wet Ton	Ottawa County Farms Landfill, 15550 68th Ave, Coopersville, MI	\$ _____	\$ _____	\$ _____
3	\$/Wet Ton	South Kent Landfill 300 100th St. SW, Byron Center, MI	\$ _____	\$ _____	\$ _____
4	\$/Wet Ton	Central Sanitary Landfill, Inc. 21545 W. Cannonsville Rd, Pierson, MI	\$ _____	\$ _____	\$ _____
5	\$/Wet Ton	C & C Landfill Bfi 14800 P Drive North Marshall, MI	\$ _____	\$ _____	\$ _____
6	\$/Wet Ton	Pitsch Sanitary Landfill, 7905 Johnson Rd, Belding, MI	\$ _____	\$ _____	\$ _____
7	\$/Wet Ton	Superior Waste Services, LLC, 8371 Nevins Rd, Greenville, MI	\$ _____	\$ _____	\$ _____
8	\$/Wet Ton	Glens Landfill, 518 M72 Maple City, Cedar, MI	\$ _____	\$ _____	\$ _____
9	\$/Wet Ton	Misze Sand Mine, 5148 Riley Thompson Rd, Whitehall, MI	\$ _____	\$ _____	\$ _____
10	\$/Wet Ton	Per Mile to other locations (One way)	\$ _____	\$ _____	\$ _____

Additional locations may be added as an addendum throughout the term of the contract and will require written approval by the bidder and authority.

I hereby state that: 1) all of the information I have provided is true, accurate and complete, and 2) that I have authority to submit this bid, which will become a binding contract, if accepted by the Authority, 3) that I have not communicated with, nor accepted anything of value from an official or employee of the Authority that would tend to destroy or hinder free competition, and 4) that I have read, and understand and agree to be bound by all of the terms in this bid document.

BIDDER SHALL SIGN HERE

\_\_\_\_\_  
Name of Company, Corporation, etc.

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

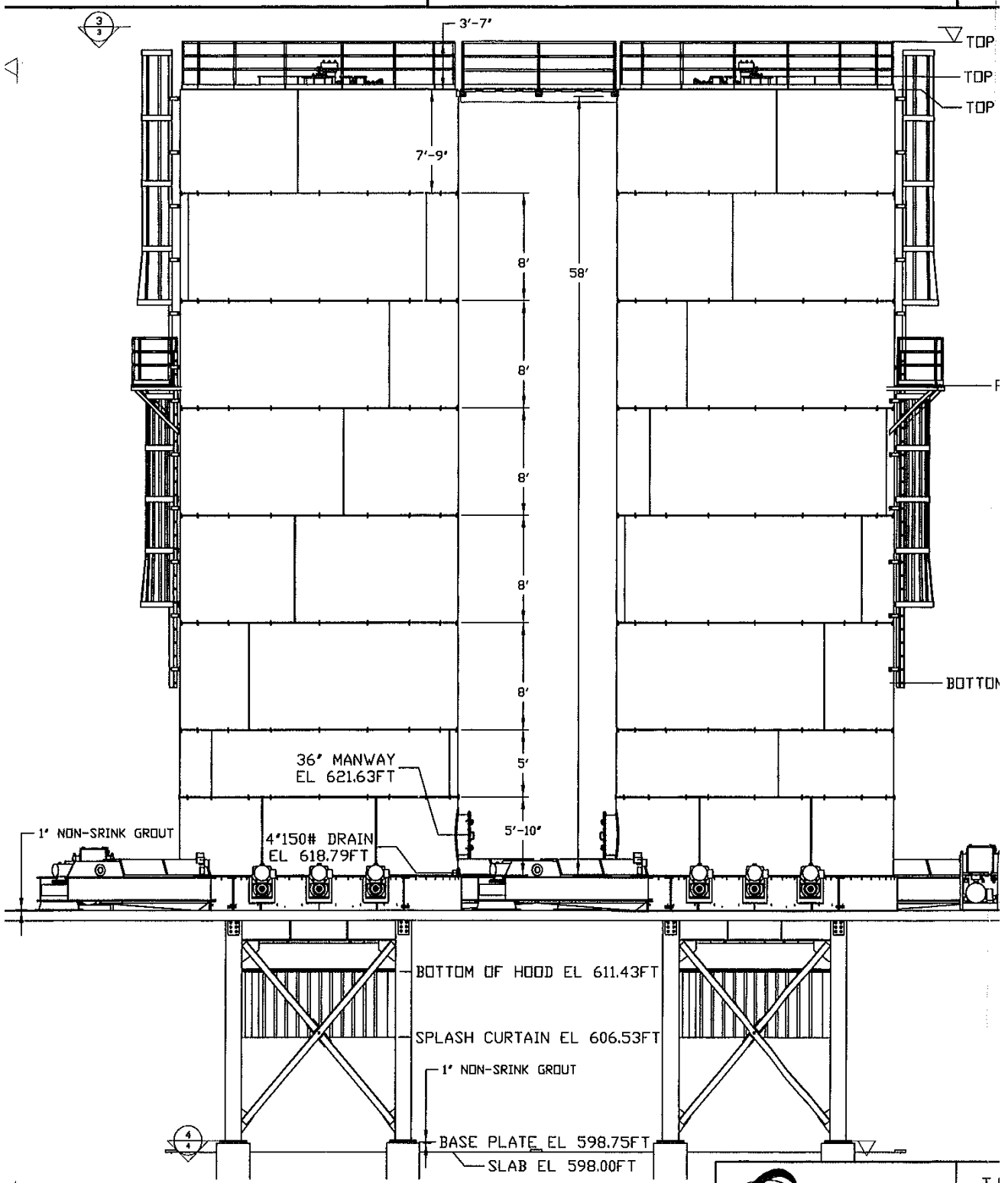
\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Telephone

Federal ID#

ATTACHMENT A



ELEV VIEW (2)  
 SLUDGE CAKE  
 STORAGE SILO  
 EQUIPMENT



SCHWING BIOSET INC.  
 350 SMC DRIVE  
 SOMERSET, WI 54025

II  
 DRAWN: E  
 CB  
 CHECKED: CK  
 APPROVED: FW  
 3A