



Request for Proposals No.: 274-5230-608-2025

Title: Odor and Corrosion Control Services

Issue Date: February 25, 2025

Due Date: April 2, 2025, 1:00PM* EST (no later than)

***LATE PROPOSALS WILL NOT BE ACCEPTED**

Issuing Department: Raleigh Water

Direct all inquiries concerning this RFP to:

Jeffrey Bognar
Plant Maintenance Superintendent
Email: Jeffrey.Bognar@raleighnc.gov

Table of Contents

| | |
|--|-----------|
| 1. Introduction | 2 |
| 1.1 Purpose | 2 |
| 1.2 Background | 2 |
| 1.3 RFP Timeline | 3 |
| 1.4 Pre-Proposal Conference | 3 |
| 1.5 Proposal Question | 3 |
| 1.6 Proposal Submission Requirements & Contact Information | 4 |
| 1.7 MWBE Participation Form | 5 |
| 1.8 Rights to Submitted Material | 5 |
| 1.9 Communications | 6 |
| 1.10 Lobbying | 6 |
| 1.11 Conflicts of Interest | 6 |
| 1.12 Proposer Expenses | 7 |
| 1.13 Proposer Acceptance | 7 |
| 2. Proposals | 7 |
| 2.1 Request for Proposals Required Document Format | 8 |
| 2.2 RFP Documents | 10 |
| 3. Proposal Evaluation | 10 |
| 3.1 Proposal Evaluation Criteria (Stage 1) | 10 |
| 3.2 Interview/Demonstration (Stage 2) | 11 |
| 3.3 Final Selection | 11 |
| 3.4 Notice to Proposers Regarding RFP Terms & Conditions | 12 |
| 3.5 Contract Term | 12 |
| 4. Scope of Services | 12 |
| Appendix I – Proposal Cost Form | 29 |
| Appendix II – Proposer Questionnaire | 32 |
| Appendix III – Reference Questionnaire (Instructions) | 33 |
| Appendix III – Reference Questionnaire Form | 34 |
| Appendix IV – MWBE Participation Form | 36 |
| Appendix V – Contract Standard Terms & Conditions | 37 |
| Appendix VI – Exceptions to RFP | 47 |
| Appendix VII – Pump Station Addresses | 49 |
| Appendix VIII – Environmental Management System Acknowledgement | 52 |

1 INTRODUCTION

1.1 Purpose

The City of Raleigh (COR) is soliciting proposals from one or more firm(s) with which to contract for odor and corrosion control services. The Scope of Services includes the provisions of services, equipment, treatment technologies, and all chemicals to include its application, monitoring and all necessary analytical testing and optimization for total odor and corrosion control in any designated wastewater system. Odor control may encompass lift and pump stations, force mains, gravity lines and wastewater treatment facilities within the City of Raleigh service network.

A detailed scope of services is provided in Section 4 of this document.

All information related to this solicitation, including any addenda, will be posted to the North Carolina electronic Vendor Portal (eVP) at <https://evp.nc.gov/>.

All questions related to this solicitation must be submitted in writing (via email) to the following individual:

| Contact Name | Email Address |
|----------------|------------------------------|
| Jeffrey Bognar | Jeffrey.Bognar@raleighnc.gov |

Questions submitted via telephone will not be answered.

1.2 Background

The City of Raleigh, the Capital City of North Carolina, remains one of the fastest growing areas in the country. A great economy, top educational institutions, and exceptional health care facilities are some of the characteristics that attract people to the triangle area. The mild climate, diverse work force and proximity to Research Triangle Park combine to make Raleigh a great place to live.

Raleigh is a 21st Century City of Innovation focusing on environmental, cultural, and economic sustainability. The City conserves and protects our environmental resources through best practice and cutting-edge conservation and stewardship, land use, infrastructure and building technologies. The City welcomes growth and diversity through policies and programs that will protect and enhance Raleigh's existing neighborhoods, natural amenities, history, and cultural and human resources for future generations. The City leads to improve quality of life for neighborhoods and standard of living for all citizens. The City works with universities, colleges, citizens, and local partners to promote new technology, create new job opportunities, and encourage local businesses and entrepreneurs. The City enlists and prepares 21st Century staff with the skill sets to carry out the duties of the City through transparent civic engagement and by providing the very best customer service to our citizens.

It is the City's desire to protect its investment in infrastructure and mitigate the impact of its operations to the Citizens' by which it serves through an effective odor and corrosion control program.

1.3 Request for Proposal (RFP) Timeline

Provided below is a list of the anticipated schedule of events related to this solicitation. The City of Raleigh reserves the right to modify and/or adjust the following schedule to meet the needs of the service. All times shown are Eastern Time (EST):

| RFP Process | Date and Time |
|---|--|
| RFP Advertisement Date | February 25, 2025 |
| Pre-Proposal Conference **MANDATORY** | March 10, 2025, at 1:00PM (see section 1.4) |
| Deadline for Written Questions | March 18, 2025 by 1:00 PM |
| City Response to Questions (anticipated) | March 25, 2025 |
| Proposal Due Date and Time | April 2, 2025 by 1:00 PM EST |

1.4 Pre-Proposal Conference

All prospective proposers are required to attend the Pre-Proposal Conference. The Pre-Proposal Conference will be held at the Neuse River Resource Recovery Facility, 8500 Battle Bridge Rd. Raleigh, NC 27610, in the administration building training room starting promptly at 1:00PM. Prospective Proposers are encouraged to submit written questions in advance. Date, time, and location of pre-proposal conference is shown above in the RFP Timeline (Section 1.3).

1.5 Proposal Questions

Requests for clarification and questions to this RFP must be received by the City not later than the date shown above in the RFP Timeline (Section 1.3) for the submittal of written inquires. The firm's failure to request clarification and submit questions by the date in the RFP Timeline above shall be considered to constitute the firm's acceptance of all City's terms and conditions and requirements. The City shall issue addenda reflecting questions and answers to this RFP, if any, and shall be posted to North Carolina electronic Vendor Portal ([eVP](#)). No information, instruction or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Respondents shall be entitled to rely *only* on written material contained in an Addendum to this RFP.

It is important that all Respondents submitting to this RFP periodically check [eVP](#) for any Addenda. It is the Respondents responsibility to ensure that all addenda have been reviewed and, if required signed and returned.

All questions related to this solicitation must be submitted in writing (via email) to the following individual:

| Contact Name | Email Address |
|----------------|------------------------------|
| Jeffrey Bognar | Jeffrey.Bognar@raleighnc.gov |

Questions submitted via telephone will not be answered.

1.6 Proposal Submission Requirements and Contact Information

Proposals must follow the format as defined in Section 2 (PROPOSALS), and be addressed and submitted as follows:

| <u>DELIVERED BY US POSTAL SERVICE</u> <u>MAIL:</u> | <u>DELIVERED BY OTHER DEIVERY</u> <u>SERVICES:</u> |
|--|--|
| City of Raleigh ATTN: Jeffrey Bognar 8500 Battle Bridge Rd. Raleigh, NC 27610 RFQ No. 274-5230-608-2025-Odor and Corrosion Control Services | City of Raleigh ATTN: Jeffrey Bognar 8500 Battle Bridge Rd. Raleigh, NC 27610 RFQ No. 274-5230-608-2025-Odor and Corrosion Control Services |

Proposals must be enclosed in an envelope or package and clearly marked with the name of the submitting company, the *RFP number* and the *RFP Title*.

Proposers must submit:

- A. one (1) signed original;
- B. one (1) electronic version of the signed proposal and;
- C. and three (3) paper copies of the signed proposal.

The electronic version of the Proposal must be submitted as a viewable and printable Adobe Portable Document File (PDF) on a USB Flash Drive. Both hard copy and electronic versions must be received by the City on or before the RFP due date and time provided in RFP Timeline (Section 1.3). Proposals received after the RFP due date and time will not be considered and will be returned unopened to the return address on the submission envelope or package.

Any requirements in the RFP that cannot be met must be indicated on Appendix VI: Exceptions to the RFP and submitted with the proposal. **Proposers must respond to the entire Request for Proposals (RFP). Any incomplete proposal may be eliminated from competition at the discretion of the City of Raleigh.** The City reserves the right to reject any or all proposals for any reason and to waive any informality it deems in its best interest.

Proposals that arrive after the due date and time will not be accepted or considered for any reason whatsoever. If the firm elects to mail in its response, the firm must allow sufficient time to ensure the City’s proper receipt of the package by the time specified in the RFP Timeline (Section 1.3). Regardless of the delivery method, it is the responsibility of the firm to ensure that their proposal arrives at the designated location specified in this Section by the due date and time specified in the RFP Timeline (Section 1.3).

1.7 MWBE Participation Form

The City of Raleigh prohibits discrimination in any manner against any person based on actual or perceived age, race, color, creed, national origin, sex, mental or physical disability, sexual orientation, gender identity or expression, familial or marital status, religion, economic status, or veteran status. The City maintains an affirmative policy of fostering, promoting, and conducting business with women and minority owned business enterprises.

Complete and submit the MWBE Participation Form (Appendix IV) with your proposal.

1.8 Rights to Submitted Material

All proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City. The content of all submittals will be held confidential until the selection of the firm is made. Proposals will be reviewed by the Evaluation Team, as well as other City staff and members of the general public who submit public record requests. ***Any proprietary data must be clearly marked.*** In submitting a Proposal, each Prospective Proposer agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the selection process and to any outside consultant or other third party who serves on the Evaluation Team or who is hired by the City to assist in the selection process.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the proposer of the conditions contained in this Request for Proposals. Proposals marked entirely as “confidential”, “proprietary”, or “trade secret” will be considered non-responsive and will be removed from the evaluation process.

1.9 Communications

All communications of any nature regarding this RFP with any City staff, elected City officials, evaluation committee members, are strictly forbidden from the time the solicitation is publicly posted until award. Questions must be submitted in writing to the individual designated in Section 1.1 (Purpose), prior to the deadline provided in the RFP Timeline (Section 1.3). Violation of this provision may result in the firm’s proposal being removed from consideration.

1.10 Lobbying

By responding to this solicitation, the firm certifies that it has not and will not pay any person or firm to influence or attempt to influence an officer or employee of the City or the State of North Carolina, or any elected official in connection with obtaining a contract as a result of this RFP.

1.11 Conflicts of Interest

City of Raleigh contracts are controlled by three conflict of interest provisions.

First, federal procurement standards provide in 2 CFR 200.318 (c)(1),

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or a firm which employs

or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Similarly, the North Carolina General Statutes provides a *criminal* statute for conflicts of interest in public contracting. N.C.G.S. § 14-234(a):

(1) No public officer or employee who is involved in making or administering a contract on behalf of a public agency may derive a direct benefit from the contract except as provided in this section, or as otherwise allowed by law. (2) A public officer or employee who will derive a direct benefit from a contract with the public agency he or she serves, but who is not involved in making or administering the contract, shall not attempt to influence any other person who is involved in making or administering the contract. (3) No public officer or employee may solicit or receive any gift, favor, reward, service, or promise of reward, including a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a contract by the public agency he or she serves.

City of Raleigh Charter Section 3.9 regulates private transactions between the City and its officials and employees. The Charter states:

No member of the City Council, official, or employee of the City of Raleigh shall be financially interested, or have any personal beneficial interest, either directly or indirectly, as agent, representative, or otherwise, in the purchase of, or contract for, or in furnishing any materials, equipment or supplies to the City of Raleigh, nor shall any official or employee of the City of Raleigh accept or receive, or agree to accept or receive, directly or indirectly, from any person, firm or corporation to whom any contract may be awarded or from whom any materials, equipment or supplies may be purchased by the City of Raleigh, by rebate, gift, or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future reward or compensation, for recommending or procuring the uses of any such materials, equipment or supplies by the City of Raleigh; no member of the City Council, official or employee of the City of Raleigh shall for his own personal benefit operate, directly or indirectly, any concession in any building or on any lands of the City of Raleigh, nor shall any official or employee of the City of Raleigh bid for or be awarded any contract granting concessionary rights of any nature or kind from the City of Raleigh; it shall be unlawful for any member of the City Council, official or employee of the City of Raleigh to bid for or to purchase or to contract to purchase from the City of Raleigh any real estate, equipment, materials, or supplies of any nature or kind whatsoever, either directly or indirectly, at either public or private sale, either singly, or through or jointly with any other person.

1.12 Proposer Expenses

The City of Raleigh will not be responsible for any expenses incurred by any Proposer in the development of a response to this Request for Proposal or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to City of Raleigh and/or its representatives. Further, the City of Raleigh shall reserve the right to cancel the work described herein prior to issuance and acceptance of

any contractual agreement/purchase order by the recommended Proposer even if the awarding authority for each entity has formally accepted a recommendation.

1.13 Proposer Acceptance

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise on Appendix VI Exceptions to RFP and submitted with proposal. Furthermore, the City of Raleigh is not bound to accept a proposal on the basis of lowest price, and further, the City of Raleigh has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities and reserves the right to re-advertise this RFP with either the identical or revised scope and specifications if it is deemed to be in the best interests of the City of Raleigh to do so. The City of Raleigh reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the best interest of the City of Raleigh to do so. Moreover, the City of Raleigh reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the City of Raleigh.

2 PROPOSALS

Responses must follow the format outlined below. The City may reject as non-responsive at its sole discretion any proposal that does not provide complete and/or adequate responses or departs in any substantial way from the required format.

2.1 Request for Proposals Required Document Format

Responses should be divided using tabs to separate each section, listed sequentially as follows:

Tab 1: Cover Letter

Provide an introduction letter summarizing the unique proposal of your firm to meet the needs of this service requirement. This letter should be presented on the firm's official letterhead and signed by an authorized representative who has the authority to enter into a contract with the City on behalf of the firm. Additionally, include the name, address, telephone and email address of the individual who serves as the point of contact for this solicitation.

Tab 2: Corporate Background and Experience

Include background information on the firm and provide detailed information regarding the firm's experience with similar projects. Provide a list of all similar contracts performed in the past five (5) number of years, accompanied by at least three (3) references (contact persons, firm, telephone number and email address).

Include the total amount invoiced for each listed project, the length of the project, and list of those involved in the project who are also proposed for the subject project named in this solicitation. Failure to provide a list of all similar contracts in the specified period may result in the rejection of the firm's proposal. The evaluation team reserves the right to contact any or all listed references, and to contact other public entities regarding past performance on similar projects.

Tab 3: Financial Information

Review and provide one of the following three (3) financial statement options:

1. Recent audited or reviewed financial statements prepared by an independent certified public accountant (CPA) that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement **and**, if the audited or reviewed financial statements were prepared more than six (6) months prior to the issuance of this RFP, the Proposer shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures from the date of the audited or reviewed financial statements to the end of the most recent financial reporting period (i.e., the quarter or month preceding the issuance date of this RFP)).

OR

2. Recent compiled financial statements prepared by an independent CPA that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement **and**, if the compiled financial statements were prepared more than three (3) months prior to the issuance of this RFP, the Proposer shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures to date), and other evidence of financial stability such as most recently filed income tax return, evidence of a line of credit/loans/other type of financing with statement of amount in use/outstanding balance (e.g., a complete copy commitment letter, loan agreement, billing statement reflecting the line of credit or statement from lender acknowledging the commitment to fund the Proposer's stated financing), personal guaranty with copies of personal income tax filing and statement of net worth or such other evidence that is accurate, reliable and trustworthy regarding the Proposer's financial stability.

OR

3. Include a certified, signed statement from a licensed CPA regularly engaged in the review of the firm's financial information verifying the financial viability of the firm.

All financial information, statements and/or documents provided in response to this solicitation shall be kept confidential provided that EACH PAGE is marked as follows: "CONFIDENTIAL – DO NOT DISCLOSE EXCEPT FOR THE EXPRESS PURPOSE OF PROPOSAL EVALUATION."

"Recent" shall be defined as financial statements that were prepared within the 12 months preceding the issuance date of this RFP.

Consolidated financial statements of the Proposer's parent or related corporation/business entity shall not be considered, unless: (1) the Proposer's actual financial performance for the designated period is separately identified in and/or attached to the consolidated statements, (2) the parent or related corporation/business entity provides the State with a document wherein the parent or related corporation/business entity will be financially responsible for the Proposer's performance of the contract and the consolidated statement demonstrates the parent or related corporation's/business

entity's financial ability to perform the contract, financial stability and/or such other financial considerations identified in the evaluation criteria; and/or (3) Proposer provides its own internally prepared financial statements and such other evidence of its own financial stability identified above.

The firm's failure to provide any of the above-referenced financial statements may result in the proposal being removed from consideration. Proposers are also encouraged to explain any negative financial information, and to provide documentation supporting those explanations and demonstrating the financial strength of the firm.

Tab 4: Project Understanding, Approach and Schedule

Provide a comprehensive narrative, outline, and/or graph demonstrating the firm's understanding and approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

Tab 5: Team Firm, Experience and Certifications

This section must include the proposed staffing, deployment and firm of personnel to be assigned to this project. The Proposer shall provide information as to the Proposals and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. A project-specific firm chart which clearly illustrates the roles, responsibilities, and the reporting relationships of each team member should be included.

Tab 6: Cost

In a separate sealed envelope provide a minimum of three (3) complete copies of cost schedule. Hourly rates shall be fully burdened to include all costs, all applicable overhead and profit (including lodging, meals, and transportation). Attach any additional pricing details.

2.2 RFP Documents

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

3 PROPOSAL EVALUATION

3.1 Proposal Evaluation Criteria (Stage 1)

This is not a bid. There will not be a public opening. The Proposals received in response to this RFP will be evaluated and ranked, by the Proposal Evaluation Committee in accordance with the process and evaluation criteria contained below. Responses will be evaluated in light of the material and substantiating evidence presented in the response, and not on the basis of what is inferred. After thoroughly reading and reviewing this RFP, each Evaluation committee member shall conduct his or her independent evaluation of the proposals received and grade the responses on their merit in accordance with the evaluation criteria set forth in the following table.

The maximum interview/demonstration points a Proposer can receive is five (5) points. The Proposers selected for interviews/demonstrations under this section will be notified in writing of the date and time. The Proposers' interview/demonstrations shall be based solely upon information provided in each Proposer's original proposal. No new information may be presented.

| Criteria | (a) Weight | (b) Score (0-3) | (a) x (b) Weighted Score |
|-------------------------------------|---------------|--------------------|--------------------------------|
| Corporate Background and Experience | 20 | | |
| References | 20 | | |
| Project Understanding and Approach | 20 | | |
| Firm Financial Stability | 10 | | |
| Team Firm Experience | 10 | | |
| Proposed Cost | 20 | | |

Score Points

0- Missing or Does Not Meet
Expectation

1- Partially Meets Expectation

2- Meets Expectation

3- Exceeds Expectation

Cost Formula: The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the following formula:

$$1 - \frac{B - A}{A} \times C = D$$

A—the lowest Proposer's cost.

B—the Proposer's cost being scored.

C—the maximum number of cost points available.

D—Proposer's cost score (points).

Note: If the formula results in a negative number (which will occur when the Offeror's cost is more than twice the lowest cost), zero points shall be assigned.

3.2 Interview/Demonstration (Stage 2)

A short-list of firms may be invited to Stage 2 of the evaluation process, the *Interview/Demonstration*. Interview/demonstrations are an important aspect of the evaluation process that offers the City an opportunity to see how the proposer's solution meets the critical components of the RFP.

3.3 Final Selection

Proposals will be evaluated and ranked according to the criteria and weighted values set forth in Section 3.1. Either a final selection for recommendation will be made at this time or the short-list of firms will be invited to participate in Stage 2 of the evaluation process.

If Stage 2 is implemented, each firm will be evaluated and assigned a score to determine the best firm for recommendation.

After which negotiations of a contract with the most qualified firm will commence. If negotiations are unsuccessful, the City will then pursue negotiations with the next most qualified firm. All Proposers will be notified of their standing immediately following the City's decision.

The City shall not be bound or in any way obligated until both parties have executed a contract. The City also reserves the right to delay the award of a contract or to not award a contract.

3.4 Notice to Proposers Regarding RFP Terms and Conditions

It shall be the Proposer's responsibility to read the Instructions, the City's Standard Contract Terms and Conditions (Appendix V), all relevant exhibits, attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Proposers are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

3.5 Contract Term

The Contract shall have an initial term of three (3) years, beginning on the date of the Contract award (the "Effective Date"). At the end of the Contract's current term, the City shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of two (2) additional one-year terms. The City will give the Contractor written notice of its intent whether to exercise each option no later than sixty (60) days before the end of the Contract's then-current term. In addition, the City reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

4 SCOPE OF SERVICES

Awarded Contractor shall provide services, all as set forth in this RFP and more particularly described in this Section 4.

4.1 General

- A. Work under this Scope includes all services, equipment, treatment technologies, chemicals, labor, materials, and know-how to provide the City with total odor and corrosion control solutions in any designated system, including force mains, gravity lines, and at the wastewater treatment facilities.
- B. This is a service contract, and as such, will be awarded based on the Contractor's qualifications, price to service the dosing stations, and pricing for 50% Hydrogen Peroxide (H₂O₂) with a minimum active oxygen content of 23.5%, and for Calcium Nitrate, with a minimum of 3.5 pounds of nitrate oxygen per gallon. The Contractor shall include the required equipment, services, technical knowledge, experience, and expertise to affect a total odor and corrosion control solution.

- C. Work under this Scope includes all services, equipment, treatment technologies, licensing provision of chemical (Hydrogen Peroxide), labor, materials, and know-how to provide the City with a total odor and corrosion control solution through addition of hydrogen peroxide for iron regeneration. The Contractor will be responsible for monitoring of downstream effectiveness of odor control reporting residual iron concentrations at the downstream monitoring point making recommendations for adjustment of ferrous sulfate (iron) application at the upstream ferrous sulfate dosing stations and direct monitoring control and adjustment of hydrogen peroxide application for regeneration of iron at the White Oak Pump Station #77 and Walnut Creek Lift Station #41. The City is currently responsible for providing ferrous sulfate (iron) dosing, but proposals should include alternate pricing for ferrous sulfate (dry ton) as a part of the optimized, turn-key service by the Contractor.
- D. The Contractor shall provide 50% Hydrogen Peroxide (H₂O₂) with a minimum active oxygen content of 23.5% for iron regeneration. The Contractor shall include the required equipment, services, technical knowledge, experience, and expertise to affect a total odor and corrosion control solution.
- E. The City of Raleigh is interested in cost beneficial, efficient, and effective Odor and Corrosion control technologies. As such, the City has undertaken the development of an Odor and Corrosion Control Master Plan separate from this RFP. The Master Plan may include recommendations regarding liquid and vapor phase treatment technologies, alternate application and treatment locations, changes to target treatment levels, and other system-wide improvements as necessary to affect a holistic Odor and Corrosion treatment objective. On an as needed basis, the Contractor and City may work together to pilot and/or implement these or other recommendations where it is in the Contractor's range of expertise and the City's best interest.
- F. Through an Option to Purchase, the City may choose to purchase all, select, or none of the assets provided by the Contractor for the storage, pumping, and control of chemicals. The prices presented by the Contractor in Appendix I Contractor's Price Proposal – Option to Purchase is non-binding in its offering unless agreed by both the City and Contractor.

4.2 System Requirements

- A. Contractor Owned Equipment – The Contractor is required to provide tanks, pumps, controllers, chemicals, maintenance, and ancillary equipment (tubing, valves, fittings, etc.) as required for the following chemical dosing sites (tanks and dosing systems must be installed inside the limited space as provided by the City, Brier Creek Pump Station #37 and Sycamore Creek Pump Station #36 both house equipment inside of station building):

| Contractor Owned Equipment | | | |
|-----------------------------------|-----------------|---------------------------|------------------------------|
| Site | Chemical | Tank Size, gallons | Approx. Usage, gal/yr |
| Brier Creek PS #37 | Calcium Nitrate | 1625 | 35000 |

| | | | |
|---------------------------|-----------------|------|-------|
| Sycamore Creek PS #36 | Calcium Nitrate | 1550 | 33000 |
| Providence Square PS #38 | 50% H2O2 | 1550 | 5000 |
| North Main Dosing Station | 50% H2O2 | 1000 | 4000 |
| St. Marks PS #124 | Calcium Nitrate | 1550 | 10000 |
| WCLS #41 (PRISC) | 50% H2O2 | 5200 | 70000 |
| White Oak PS #77 (PRISC) | 50% H2O2 | 1550 | 22000 |

B. City Owned Equipment – Contractors are required to provide chemical dosing control and maintenance for City owned tanks and equipment for the following chemical dosing sites:

| City Owned Equipment | | | |
|---|--------------------------------------|---------------------------|------------------------------|
| Site | Chemical | Tank Size, gallons | Approx. Usage, gal/yr |
| Burlington Mills Odor Control #114. (Contractor owned PLC dosing) | 50% HR ₂ ROR ₂ | 1,550 | 10,000 |
| Marsh Creek Odor Control #17 | Ferrous Sulfate | 20,000 | 96,000 |
| West Gannon PS #152: (Contractor owned PLC dosing) | Calcium Nitrate | 1,500 | 18,000 |
| Wynnbrook PS #39: (Contractor owned PLC dosing) | Calcium Nitrate | 1,550 | 5,000 |
| Maxwell Drive PS #94: (Contractor owned PLC dosing) | Calcium Nitrate | 1,550 | 24,000 |
| North South PS #95: (Contractor owned PLC dosing) | Calcium Nitrate | 1,550 | 20,000 |
| Aversboro PS #89 | Calcium Nitrate | 1,550 | 10,000 |
| Grasshopper Odor Control Station | Calcium Nitrate | 5,200 | Currently not being dosed |
| Buffaloe Rd OC #62 | Ferrous Sulfate | 5,000 | 146,000 |
| Hwy 50 PS #82 | Ferrous Sulfate | 5,000 | 146,000 |
| Hampton Point PS #22: | Calcium Nitrate | 1,550 | 6,000 |
| Forestville Farms PS #47 | Calcium Nitrate | 1,550 | Currently not being dosed |
| Poplar Creek PS #84: | Calcium Nitrate | 1,550 | 5,000 |
| Wendell Falls #99 | Calcium Nitrate | 1,550 | Currently not being dosed |
| Pleasant Union School PS #56: | Calcium Nitrate | 1,550 | Currently not being dosed |

| | | | |
|-----------------------------|-----------------|-------|---------------------------|
| Upper Poplar Creek PS #120: | Calcium Nitrate | 1,550 | Currently not being dosed |
| Willow Crest PS #26: | Calcium Nitrate | 1,550 | Currently not being dosed |
| Knightdale Station PS #123 | | 1,550 | Currently not being dosed |
| Edge of Auburn PS #118 | | 1,550 | Currently not being dosed |
| Auburn Village PS #117 | | 1,550 | Currently not being dosed |
| Avenues @ White Oak PS #145 | | 1,550 | Currently not being dosed |
| Oak Manor PS #146 | | 1,550 | Currently not being dosed |
| Hollybrook PS #153 | | 1,550 | Currently not being dosed |
| Pearce's Landing PS #158 | | 1,550 | Currently not being dosed |
| Chandler's Ridge PS #165 | | 1,550 | Currently not being dosed |
| Georgia's Landing PS #168 | | 1,550 | Currently not being dosed |
| Watson Tract PS #169 | | 1,550 | Currently not being dosed |
| Auburn Station PS #171 | | 1,550 | Currently not being dosed |
| Glennon PS #172 | | 1,550 | Currently not being dosed |
| Rollman Farms PS #173 | | 1,550 | Currently not being dosed |
| Highland Creek 2 PS #163 | | 1,550 | Currently not being dosed |

- C. Stations addresses may be found in Appendix VII.
- D. Tanks and dosing systems must be installed inside the limited space as provided by the City.
- E. Chemical dosing stations are to be visited a minimum of once per month, or more frequently if needed, to restore function in response to a problem, deliver chemicals, or to verify proper function of dosing system.
- F. Contractors are required to provide and install and/or maintain safety eyewash systems at chemical storage and dosing sites. Eyewash systems must meet or exceed ANSO Z358.1 requirement for gravity fed eyewash stations.
- G. Work shall include all necessary monitoring, analytical testing, reporting, optimization, and equipment to fulfill the scope of the contract.
- H. During the contract year, additional dosing stations may be added that may include Contractor provided tanks, pumps, chemicals, and service. The prices for adding

chemical storage and dosing equipment and services to manage dosing at any new station (additional to those listed herein) will be negotiated at the time the decision is made to add them.

- I. Anthraquinone dosing is not required. However, anthraquinone may be dosed if it is found by the City to be justified based on a demonstration of cost/effectiveness relative to nitrate without anthraquinone. The decision to dose anthraquinone or not shall be made jointly by the City and the Contractor.

4.3 Dosing Equipment and Storage Tanks

A. Contractor provided storage tanks and dosing equipment shall comply with the following minimum criteria:

B. Chemical Tanks and Piping

- I. The chemical storage tanks shall have a capacity of no less than 1,500 gallons (or as otherwise directed by the City) and be constructed of Rotationally Molded High-Density Cross-Linked Polyethylene (HDXLPE). No other material of construction shall be acceptable. Totes will not be allowed. Tanks shall be double walled where secondary containment is not provided.
- II. Tanks shall be equipped with a two-inch quick disconnect for filling the tank. Piping for tank fill lines shall be constructed of schedule 80 PVC for calcium nitrate tanks and type 316 stainless steel for the hydrogen peroxide tanks.
- III. Piping for suction and discharge lines shall be schedule 80 PVC for calcium nitrate. Type 316 stainless steel piping is required for the hydrogen peroxide systems. Piping shall be sized appropriately for the anticipated dosing requirements.
- IV. All tanks provided by the Contractor and those owned by the City will be properly labeled by the Contractor.

C. Standard Dosing Control System

- I. General – The operation of the chemical feed system shall be controlled from the control panel. All equipment control switches, pilot lights, controllers, etc. and the chemical feed pumps shall be housed within this panel. The control system shall be UL Approved and shall bear the UL Listed Enclosed Industrial Control Panel label.
- II. Enclosure – The control panel enclosure shall be constructed of type 316 stainless steel and shall be rated NEMA 3R or as appropriate for the area classification. It shall be equipped with a door and a continuous hinge. The hinged door shall have two latches and shall be capable of locking via a padlock. The enclosure shall be mounted on the control stand and shall contain the calibration stand.

Components – The control box shall contain at a minimum the following components:

| Qty. | Component |
|-------------|--|
| 2 | 24 Hour Time Clocks |
| 1 | 15 Amp Circuit Breaker, 115 volts |
| 1 | Ground Fault Receptacle |
| 5 | On/Off Switches with LED Indicator Lights |
| 2 | Chemical Feed Pumps |
| 2 | Cooling Fan |
| 2 | Dry Contact to Receive Signal from Remote Source |

- III. Controls Layout – All manually operated controls (control switches, pilot lights, etc.) shall be located on a panel behind the enclosure door. The panel shall be outfitted with a main power disconnect located in the control stand.
- IV. Standards – All control system design fabrication and wiring shall conform to the standards of the Underwriter’s Laboratories National Electrical Code and any other applicable federal, state, and local codes. An as-installed wiring diagram shall be provided within the enclosure.
- V. System Operations (Less Than 25 gpd) – Where the average dose rate is currently less than 25 gallons per day, the chemical feed pump shall be controlled by a three position HAND/OFF/AUTO switch. When in the AUTO position, the pump shall be controlled by a timer. The timer shall turn the pump on and off based upon preset time intervals. When in the HAND position, the pump shall run regardless of the preset time interval. Either one or both chemical feed pumps may turn on or off at preset speeds and preset times.
- VI. System Operations (Greater Than 25 gpd) – At sites that dose 25 gallons per day or greater, a Programmable Logic Controller (PLC) will be provided by the Contractor to control metering pumps. The PLC shall allow custom feed rate profiles to be programmed using time splicing to achieve flexible diurnal dosing capability in response to varying sulfide loading rates. The Contractor will be responsible for upgrading the City owned systems to meeting this requirement. The Contractor will provide all appurtenances needed to make the upgrade from timer controlled to PLC controlled dosing.
- VII. Process Controller – The PLC shall be as like or equal to the following:

| Programmable Logic Controllers* |
|--|
| Allen-Bradley CompactLogix 5380 Family |
| AB Controller: |
| <ul style="list-style-type: none"> • 5069-L306ER or 5069-L320ER |

| |
|--|
| AB Digital Inputs (DI) - 24V DC: <ul style="list-style-type: none"> • 5069-IB16 (16-point 24V DC Input Module) |
| AB High-Speed Digital Inputs (DI) - 24V DC: <ul style="list-style-type: none"> • 5069-IB8S (8-point Safety DC Input, or use a high-speed encoder module) |
| AB Analog Inputs (AI) - 0–10V DC: <ul style="list-style-type: none"> • 5069-IF4 (4-Channel Analog Input) |
| AB Digital Outputs (DO) - Relay (Isolated): <ul style="list-style-type: none"> • 5069-OW4 (4-point Relay Output Module) |
| AB Digital Outputs (DO) - 24V DC FET: <ul style="list-style-type: none"> • 5069-OB16 (16-point 24V DC FET Output Module) |
| AB High-Speed Digital Outputs (DO) - 24V DC FET: <ul style="list-style-type: none"> • 5069-OB8 (8-point High-Speed 24V DC Output) |
| AB Analog Output Module: <ul style="list-style-type: none"> • 5069-OF4 (4-Channel Voltage/Current Analog Output Module) |

*PLCs shall be adequately protected from transient or surge voltages.

VIII. Control Stand – Pump control box shall be mounted on a type 316 stainless steel pedestal.

IX. Disconnect Switch – A main power disconnect shall be located on the control stand.

D. Chemical Feed Pumps

- I. General – Provide positive displacement feed pumps at each location. Each pump shall include motor base, sealed bearings, flexible couplings, and check valve filters. Pump assemblies and piping shall be permanently mounted and rigidly fixed. Two pumps are required for each site.
- II. Performance – Pump rates and maximum discharge pressures shall be appropriately sized for each specific application. The application of chemical shall not be limited to the installed pump. The City may request higher or lower dosing rates as required to meet its odor and corrosion control objectives. The Contractor shall provide pumps of sufficient size needed to meet the peak diurnal chemical demand at each dosing location. Pumps shall be fully compatible with the product being applied. Pump service records and manufacturer’s service instructions shall be maintained on site in a weatherproof enclosure.
- III. Calibration Cylinder – A weather resistant enclosure shall be provided to house a calibration cylinder to measure the chemical being injected into the system. A 3-way valve shall be located at the top and bottom of the calibration tube to facilitate flow measurement. Access inside this enclosure shall be accomplished through a door located on the front of the enclosure. Instructions for use of this cylinder shall be permanently affixed to the interior of the enclosure.
- IV. Contractor will provide all required accessories including back-pressure valves, strainers, pressure relief valves, flushing connections, and other

accessories needed for a fully functioning dosing system. Accessories shall be compatible with the chemical being dosed.

4.4 Services of the Contractor

- A. The Contractor shall program the chemical dosing PLCs initially to duplicate the current dosing program but will then revise the diurnal dosing curve at each location to optimize chemical usage based on continuous hydrogen sulfide monitoring at each control point. The initial dose/optimization period shall last one month with at least four revisions (at least one per week) of the dose curve for each dosing station. Thereafter, chemical dose rates will be revised once per month, if needed. After the initial dose optimization period, decisions to revise the dose curves will be made jointly by the Contractor and the City based on continuous hydrogen sulfide monitoring results at each control point.
- B. The Contractor will provide field sampling personnel and instrumentation for the routine data collection and sampling to document performance. The effort will include collection system monitoring at each dosage control site's control sites control point utilizing hydrogen sulfide gas loggers deployed continuously in the headspace of each control point. Loggers shall be installed as follows:
 - I. System Operations Less Than 25 gpd – Up to two loggers required for monitoring and reporting at locations as selected by the City and in consultation with the Contractor.
 - II. System Operations Greater Than 25 gpd – Each station dosage control point to be provided with a logger for continuous monitoring and reporting.
- C. Loggers will transmit data to a web site daily. All data from the monitoring equipment shall be maintained and updated daily on a website visible to both the Contractor and the City. The hydrogen sulfide gas logger shall measure the gas levels continuously and record at five-minute intervals. The Contractor shall be responsible for calibrating and maintaining equipment according to manufacturer instructions. The Contractor shall provide equipment calibration reports to the City with each monthly report. The Contractor shall provide primary and rotational loggers so that individual loggers are swapped out and rested according to manufacturer recommendations. The Contractor shall provide all ancillary equipment needed for a complete continuous hydrogen sulfide monitoring with remote data retrieval at each of the control points. The hydrogen sulfide gas loggers shall be manufactured by:
 - I. App Tek
 - II. Detection Instruments
- D. In addition to continuous hydrogen sulfide monitoring, the Contractor shall provide routine maintenance for each dose site a minimum of once per month. Contractor shall perform liquid phase grab sampling at each control point a minimum of once per month for the duration of the contract. The data collected shall include the following:

- I. Dissolved Hydrogen Sulfide
 - II. pH
 - III. Wastewater Temperature
 - IV. Hydrogen Peroxide or Nitrate residual as appropriate depending on which chemical(s) are dosed upstream.
- E. The contractor shall maintain inventory control for each tank to ensure uninterrupted treatment. Quantities of chemicals delivered shall be included in the monthly reports for each station and tallied on a 12-month rolling basis.
- F. The Contractor is required to meet the chemical delivery truck at each location and promptly submit the delivery bill of lading to the City.
- G. The Contractor will notify the City of all deliveries and site visits 24 hours in advance. A representative of the City may be present for all deliveries, station checks, dosing adjustments, instrument calibrations, or other activities of the Contractor.
- H. A detailed report summarizing the data listed above and the dose rates shall be submitted to the City no later than the 10th of each month in an approved format. Sampling reports shall include plots for each control point /dosing location pair. The plots will present upstream chemical dose and hydrogen sulfide concentration together on the same time scale covering the previous month. Plots should be of sufficient resolution that dose/effectiveness can be assessed and shall serve as the basis for revisions to the dose curve at each location. Electronic files in native format shall be provided as requested.

4.5 Contingent Services

- A. The City may request the services of the Contractor on an as needed basis to provide additional liquid and/or vapor phase treatment technologies to address odor and corrosion issues on a temporary or permanent basis and to provide repairs and/or installation of devices not covered in the scope of work. These services are above and beyond the scope of this RFP and contingent upon City need and Contractor capabilities to fulfill the request.
- B. Contingent Services may include, but are not limited to, field piloting various odor and corrosion control technologies, design, installation, commissioning, and operating new applications through acquiring new equipment such as pumps, tanks, piping, instruments, installing new equipment, relocation of existing equipment, or otherwise modify existing equipment. The Contractor shall provide a project submittal for each of these requests.
- C. Contingent Service Project Submittals shall include:
- I. Provide technical information sheets and proposed treatment levels.

- II. Product SDS if not previously provided, equipment sizing, layout, and arrangement information.
 - III. If adding a new dosing location under the existing equipment leasing arrangement, provide an annual cost estimate of chemicals and monthly service charge at the rates defined in the Contractor's offer proposal response to this RFP.
 - IV. If adding equipment to be retained by the City, provide a complete breakdown of time & materials to complete the project.
 - V. Materials shall be shown as actual cost – plus percentage mark-up.
 - VI. Time shall be tallied by position and hourly rates.
- D. If the Contractor's project submittal is acceptable to the City, the City shall provide written authorization to proceed. The Contractor shall furnish labor, materials, and equipment required for complete execution of the project submittal in the time agreed upon.
 - E. Contingent Services, if required, will be paid to the Contractor per the proposed cost schedule found in appendices. The Contractor will receive no compensation for Contingent Services if no services are requested during the contract.
 - F. Project requests may be made by the Project Manager or his designee.

4.6 Emergency/Odor Complaint Response Plans

- A. The Contractor must provide an Odor Complaint Response Plan with their bid proposal. Within 30 days commencement of the contract, the Contractor shall revise and resubmit their Odor Complain Response Plan for review by the City.
- B. The City shall be notified in writing of all complaints, responses, and corrective actions taken.
- C. The Contractor shall provide same day response to any emergency repair needed or odor complaint. The Contractor will have a minimum of two (2) dedicated and qualified technicians living within four (hours) of the City of Raleigh.

4.7 Health and Safety Plan and Chemical Containment and Response Plan

- A. The Contractor must provide a Health and Safety Plan and a Chemical Containment and Response Plan with their bid proposal. Within 30 days commencement of this Contract, the Contractor shall revise and resubmit their Health and Safety Plan and Chemical Spill Containment and Response Plan for City review. All Contractor personnel working in connection with this contract are required to read, sign, and comply with the Health and Safety Plan and Chemical Containment and Response Plan.
- B. The Contractor shall be responsible for Spill Containment Kits which shall contain such materials as necessary to contain spills per the plan.

- C. The Contractor is responsible for the proper disposal of spilled chemical and used spill containment material.
- D. The Contractor is responsible for the provision of all required and necessary Personal Protective Equipment (PPE) for their staff.
- E. The Contractor is responsible for ensuring the Health and Safety Plan and a Chemical Containment and Response Plan are kept current, staff are trained in its use, and requirements of the Plans are adhered to.

4.8 Proposal Submittals

The Contractor must include the following information with their proposal. Failure to submit all required documentation will deem the proposal submission nonresponsive and will not be considered for award.

- A. Safety Data Sheets (SDS) for all materials showing the CAS number of the materials.
- B. Names of the two required service technicians and a summary of their experience and qualifications including term of work directly related to control of hydrogen sulfide odor and corrosion.
- C. Reference list with contact information.
- D. Detailed product information for each required product showing the concentration and active ingredient. The product information shall include a detailed summary of how the product controls hydrogen sulfide including how dose rates are determined.
- E. Detailed drawings and specifications of the storage and feed systems to be provided.
- F. Detailed information of the Tank Level Indicator Systems to be provided.
- G. Copy of 12 consecutive monthly reports submitted by the Contractor to a municipality on their reference list.
- H. Detailed information on the sulfide monitoring equipment that will be provided.
- I. Sample hydrogen sulfide monitoring/chemical dose plots that will be included with each monthly report and used to assess and revise dose curves.
- J. A certificate of analysis for the calcium nitrate confirming the pounds of nitrate oxygen per gallon.
- K. Copy of Odor Complaint Response Plan.
- L. Copy of Health and Safety Plan and a Chemical Containment and Emergency Response Plan.

4.9 Contractor's Price Proposal

- A. The contract will be awarded based on either or both prices for the below chemicals and services:
- I. Chemicals and Services - Pricing for 50% Hydrogen Peroxide (H2O2) and Calcium Nitrate pricing for services shall include the required equipment, services, technical knowledge, and experience to operate and maintain (O&M) the systems.
 - II. Ferrous Sulfate (dry ton) to be dosed in combination with 50% Hydrogen Peroxide (H2O2) for iron regeneration. Pricing for services shall include the required equipment, services, technical knowledge, and experience to operate and maintain (O&M) the system.
 - III. Ferrous Sulfate (dry ton) to be dosed as part of an optimized odor and corrosion control program. Pricing for services shall include the required equipment, services, technical knowledge, and experience to operate and maintain (O&M) the system.
- B. Chemicals – The Contractor shall provide pricing in terms of price per gallon of solution delivered. The minimum nitrate oxygen and H2O2 content and specific gravity of each solution must be provided in the proposal and must be expressed as pounds nitrate oxygen and pounds of H2O2 per gallon of solution. The dollar per gallon proposal price shall be inclusive of all costs to deliver chemicals.
- C. Estimated annual quantities required for existing conditions. Quantities are not guaranteed and may vary or decrease with dose optimization:

| Estimated Annual Quantities | |
|--|--------------------|
| Calcium Nitrate Solution (existing conditions) | 300,000 gallons/yr |
| 50% Hydrogen Peroxide | 110,000 gallons/yr |

- D. The Contractor must be capable of providing 200,000 gallons/year of reserve Calcium Nitrate treatment capacity at the proposal price on an as needed basis. Use and quantities are not guaranteed and may vary with need and dose optimization.
- E. The City may, at its discretion, request the Contractor for additional liquid or vapor phase treatment capacity per 5.5 Contingent Services above.
- F. The prices shall be valid for delivery quantities of 1,000 – 5,000 gallons per shipment. Contractor must be able to deliver products via tractor trailer and/or straight truck to accommodate station maneuverability constraints.
- G. At times it may be necessary to split deliveries between two or more locations. The vendor will provide this service at no additional cost to the City. Any charge for multiple stops shall be included in the per-gallon price.

- H. Service – The Contractor shall provide an annual price for all-inclusive services (excluding chemicals) and equipment to set up, configure, operate, service, maintain, control, and monitor the application of the chemicals at all stations (O&M). Service pricing shall include response to odor complaints, testing, monthly reports, chemical off loading, and emergency or after-hours responses. Three (3) prices must be provided.
- I. Price per month per station for Contractor to provide O&M of City owned equipment.
- J. Price per month per station for Contractor to provide O&M of Contractor provided equipment without PLC control.
- K. Price per month per station for Contractor to provide O&M of Contractor provided equipment and to provide PLC Control.
- L. An annual cost per station.
- M. Monthly invoices shall reflect the single flat service price per month per station price for each station serviced.
- N. If a station is added to or subtracted from the system, the single flat service fee per month per station shall be used. Chemicals are provided as a price per gallon delivered as above.
- O. Contract Price Adjustments – The Scope of Services shall be in effect for three (3) years, commencing upon the City’s Notice to Proceed. Through contract amendment, this Scope of Services may be extended by two consecutive one-year extensions, as mutually agreed by both parties. The price proposed by the Bidder is to remain fixed for the first 1-year (12-month) period of the contract. Thereafter, the Contractor may petition the City for an annual price adjustment for the subsequent year(s) as follows:
 - I. Any price increase or decrease will be adjusted to the latest yearly percentage increase in the Consumers Price Index for All Urban Consumers (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept of Labor, or other appropriate agreed upon price index. The amount of the increase or decrease will be determined by the difference between the latest price index available ninety (90) days prior to the end of the current contract year in effect, and the price index for the same month one year prior.
 - II. Any requested price increase must be fully documented and submitted to the Bid Agent or Procurement Manager at least sixty (60) days prior to the bid contract anniversary date. Any approved price adjustment (increase or decrease) will then become effective upon the anniversary date of the contract at the start of the next term period.
 - III. The City reserves the right to accept or to refuse any documented price adjustment submitted by the vendor/contractor for any reason as determined to
- P. Prices for additional extension term periods may be subject to a price increase or decrease if the price adjustment mirrors and reflects a previous industry wide adjustment for the product or item(s) specified in the bid.

be in the best interest of the City. In the event the City does not accept the proposed price adjustment for the extended term, the bid contract will not be renewed, and the City will rebid the product or item(s).

- IV. Any bid contract extension is subject to the continuation of need and usage by the City and the appropriation of funds.

Q. Option to Purchase

- I. The City may elect to exercise the option to purchase all, select, or none of the assets provided by the Contractor per Section 2 of the Scope of Services. The Contractor shall complete the asset cost schedule in Appendix I – Contractor’s Price Proposal. The Contractor’s asset price shall be given by asset type for each pump station. The Contractor’s asset price shall not include taxes.
 - II. To exercise the Option to Purchase an asset(s), the City will deliver to the Contractor written notice of its intent to purchase all, select, or none of the assets. Assets shall be inspected by the City upon start of the contract period and at the terminus of the contract period. The asset shall pass an inspection by the City documenting the assets condition prior to the City exercising the Option to Purchase. The Contractor shall provide all maintenance and service records for the asset and shall demonstrate its complete functionality, and that the asset is in good condition.
 - III. The Option to Purchase shall be governed, construed, and interpreted by, through, and under the Laws of the State of North Carolina, and the City of Raleigh.
- R. Invoicing – Invoices shall be provided monthly and reflect the contractor’s cost per gallon of each chemical delivered, as stated herein, and include the service price per month per station, times the number of stations serviced that month. The two costs shall be itemized per station.

4.10 Contractor Responsibilities

- A. All aspects of the contract shall be provided by a single Contractor who shall have sole-source responsibility for the odor and corrosion control program.
- B. The Contractor shall be one recognized and established in the design, production, operation, optimization, and maintenance of liquid phase storage and dosing systems.
- C. The Contractor is solely responsible for the provision of all personnel, supervisors, labor, equipment, materials, and supplies necessary to complete the required work.
- D. There shall not be any persons other than employees of the Contractor on City property.
- E. The Contractor will have direct responsibility for the completion and quality of his work. Only employees of the Contractor are permitted to execute the work. Work cannot be subcontracted without prior written consent of the City.

- F. The Contractor shall provide with the proposal data a list of five (5) references currently using the supplier to provide and maintain liquid phase treatment systems for the control of hydrogen sulfide and other odor causing components associated with municipal wastewater. These systems must have been maintained at least one year by the Contractor. The list shall include correct names, phone numbers, and length of service.
- G. Access to some locations is limited and thus the Contractor must be able to deliver chemical with a straight truck as tractor trailer access is not possible for several pump stations. All delivery trucks must be met by a Contractor representative to ensure safe and proper delivery of the product in the storage tank.
- H. Contractor shall ensure all doors, cabinets, fences, and gates are locked and secured when leaving a site.
- I. If property is damaged resulting from contractor's negligence and must be repaired and/or replaced by the City, the expense for such work will be deducted from the monies due the contractor.
- J. The Contractor shall be an independent contractor in every respect and not an agent of the City. The Contractor shall be the sole employer of all personnel engaged in the performance of this contract and shall accept full responsibility for all lost or damaged property and injury to persons resulting from the execution of the work, as well as for any claims made by or on behalf of the Contractor's agents and employees arising out of their employment or work pertaining to the performance of this Contract.
- K. The awarded Contractor acknowledges that it was selected by the City to perform the services required hereunder based in part upon the Contractor's special skills and expertise. The Contractor shall not assign, subcontract, or otherwise transfer this agreement in whole or in part without the prior written consent of the City, which the City may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the City of any subcontract shall be deemed in any way to provide for the incurrence of any obligation by the City, in addition to the total fixed price in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any condition(s) of approval that the City may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective parties.
- L. The Contractor shall always comply with the City and Raleigh Water's Safety Programs and Policies, including ensuring proper labeling of all containers of potentially hazardous materials and furnishing Safety Data Sheets (SDS) for chemicals.

4.11 Contractor Personnel

- A. The Contractor shall designate a Project Manager responsible for the execution and quality of all work, coordination of chemicals, staffing requirements, timely provision of reports, communications, and coordination with the City's Project Manager.
- B. The City shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the

City reasonably rejects the Contractor's staff, the Contractor must provide replacement staff, to the City's satisfaction, in a timely manner and at no additional cost to the City. The day-to day supervision and control of the Contractor's employees and subcontractors is the sole responsibility of the Contractor.

- C. The awarded Contractor will be responsible, at the cost of their company, to provide a background check and drug test on each employee working under this contract. The Contractor, or any principal officer or employee of the Contractor, who has been convicted of any felony or any crime involving moral turpitude within the previous 10 years, is prohibited from working on City property. The Contractor, or any principal officer or employee of the Contractor, who has been charged with a felony or any crime involving moral turpitude during the life of this contract, is prohibited from working on City property until such time as the charges are dismissed. The City may limit or reject certain individuals if their presence is determined by the Contracting Officer to be detrimental to the normal conduct of its business. Prior to commencing any work under this contract, the City requires that the Contractor and any principals, officers, or employees who will work on City property undergo a security check. The Contractor shall ensure this requirement is met and pay for all costs associated with obtaining the security check. Staff undergoing security checks cannot work on this project until the security checks are fully complete. The Contractor must submit, and the City must approve, such principals, officers, or employees prior to commencing background checks, drug tests, and security checks. Violation of the terms above may result in the termination of the Contractor's services.
- D. The awarded Contractor shall ensure all employees, regardless of citizenship or nation origin, are legally authorized to work in the United States.

4.12 Contract Performance

- A. Quality Control – The Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that services are always provided and in all respects in accordance with the contract. The program shall include providing supervision and conducting frequent inspections of the Contractor's staff and ensuring that accurate records are maintained. The records so created shall be open to inspection by the City.
- B. Audit of Work – The City shall audit and/or inspect records, logs, and execution of work and its quality on an as needed basis. As required, the City may communicate its audits and inspections verbally and in writing. Repetitive findings of non-compliance with the requirements of the Scope of Services, as defined herein, may indicate systemic issues with project management, supervision, and/or technician qualifications, and may be interpreted as non-conforming and/or unsatisfactory performance.
- C. Non-conformance – All work shall be supervised by the Contractor's Supervisor who will coordinate efforts with the City. The City shall monitor the services provided and if found to be non-conforming and/or unsatisfactory, shall notify the Contractor in writing via a Supplier Corrective Action Request (SCAR). Work to address the non-conforming or unsatisfactory performance shall be performed at no additional cost to the City. The Contractor will not be compensated until the work is completed,

inspected by the City, and deemed satisfactory while meeting the requirements of the Scope of Services. Any uncompleted work must be completed by the Contractor within 10 days of issuance of the SCAR. If completion of work is unsatisfactory, the City may either hire another Contractor or assign City personnel to correct the deficiency and deduct monies from the cost due under the contract.

- D. Formal Complaint – When the Contractor fails to perform or comply with the contract and/or fails to comply with proper odor and corrosion control procedures, the City may terminate the contract upon 30 days’ notice to the Contractor, with an opportunity to respond.
- E. For the purpose of this contract, repeated use of the complaint procedure will be defined as three (3) findings against the contractor by the City within a 12-month period. The three (3) formal complaints may involve one or more of the locations covered under this contract.

4.13 City Responsibilities

- A. The City shall provide the Contractor with keys for access to the pump station gates, building and facilities for approved staff. All keys will be accounted for by the Contractor at all times and returned to the City as so directed.
- B. The City shall provide guidance in compliance with City, Raleigh Water, and Resource Recovery Division specific Safety Policies and Procedures.
- C. The City shall provide inspections of work and advise the Contractor of compliance with standards of quality as set forth herein.
- D. The City shall provide an inspector to observe all activities of the Contractor’s personnel. The Contractor shall provide notice of chemical deliveries, site visits, odor complaints, and other visits to the site. Notice shall be given at least two (2) business days in advance of visits. A schedule of planned visits shall be provided monthly during the week preceding the new month.

4.14 Environmental Management Systems

The Neuse River Resource Recovery Facility is certified to the National Biosolids Partnership (NBP) and ISO 14001:2015 Environmental Management Systems (EMS) standards.

- The National Biosolids Partnership (NBP) advances environmentally sound biosolids management practices. The program is operated by the Water Environment Federation (WEF) in collaboration with the National Association of Clean Water Agencies (NACWA) and local and regional biosolids management organizations across the U.S. and Canada with support from the U.S. Environmental Protection Agency (EPA). The NBP serves as the information clearinghouse on effective biosolids practices and offers an EMS based certification program that requires participating organizations to go beyond regulatory requirements.

- The International Organization for Standardization (ISO) is an international standard setting body composed of representatives from various national organizations throughout the world, such as ANSI in the United States. The ISO 14000 Environmental Management System standards exist to help organizations minimize how their operations can negatively affect the environment while continually improving in all areas.

As part of this RFP, the City has included a link of the Neuse River Resource Recovery Facility's Environmental Management Policy Statement (See Appendix VIII). As part of maintaining NBP, best management practices and the ISO 14001:2015 certification the Contractor shall sign an awareness form (see Appendix VIII) and return such form with their proposal. The successful service provider, subcontractors, and suppliers shall take measures, as needed, to prevent pollution and conform to the NBP Code of Good Practice and the ISO 14001:2015 standard.

APPENDIX I

PROPOSAL COST FORM (page 1 of 3)

Awarded Contractor shall perform the services to be performed as set forth in this RFP and more particularly described in Section 4 for a not to exceed total amount of:

| CALCIUM NITRATE | | | |
|---|---------------------------------------|------------------------------------|-----------------------------------|
| NITRATE CHEMICAL COST | Cost per Gallon, \$ | Estimated Quantity, Gal/Yr. | Chemical Cost per Year, \$ |
| Calcium Nitrate Solution, 3.5 lbs. nitrate oxygen per gallon | | 300,000 | |
| | | | |
| NITRATE SERVICE COST | Cost per Station per Month, \$ | Number of Stations | Service Cost per Year, \$ |
| Contractor O&M of City Owned Equipment without PLC Control | | 6 | |
| Contractor O&M of City Owned Equipment with PLC Control | | 5 | |
| Contractor O&M of Contractor Provided Equipment without PLC Control | | 3 | |
| Contractor O&M of Contractor Provided Equipment with PLC Control | | 4 | |

| HYDROGEN PEROXIDE | | | |
|---|---------------------------------------|------------------------------------|-----------------------------------|
| PEROXIDE CHEMICAL COST | Cost per Gallon, \$ | Estimated Quantity, Gal/Yr. | Chemical Cost per Year, \$ |
| 50% Hydrogen Peroxide, 23.5% active oxygen content | | 110,000 | |
| | | | |
| PEROXIDE SERVICE COST | Cost per Station per Month, \$ | Number of Stations | Service Cost per Year, \$ |
| Contractor O&M of Contractor Provided Equipment without PLC Control | | 2 | |
| Contractor O&M of Contractor Provided Equipment with PLC Control | | 1 | |

| CONTINGENT SERVICES | | |
|--|-------------------|-----------|
| Contingent Services. Additional as-requested odor and corrosion control services per Section 4.5 | Estimated \$/year | \$500,000 |

| | | |
|--|-----------|-----------------|
| TOTAL COST OF ALL CHEMICALS, SERVICES, AND ESTIMATED CONTINGENT SERVICES LISTED ABOVE | \$ | per year |
|--|-----------|-----------------|

APPENDIX I

PROPOSAL COST FORM (page 2 of 3)

REQUIRED CHEMICAL CHARACTERISTICS

| Calcium Nitrate Solution (3.5 pounds of nitrate oxygen per gallon) | |
|---|--|
| Pounds of Nitrate-Oxygen per Gallon of Solution: | |
| Specific Gravity of solution: | |
| Freezing point temperature, °F | |
| Crystallization point temperature, °F | |

| 50% Hydrogen Peroxide, 23.5% active oxygen content | |
|---|--|
| Pounds of H ₂ O ₂ per Gallon of Solution: | |
| Specific Gravity of solution: | |

Contractor must complete all cells of Appendix I and submit all three pages with their proposal. Use "NS" if not submitting a price in a cell. Contractor must include the required information per this request for proposal. Failure to submit all documentation will deem the proposal submission non-responsive and will not be considered for award.

The above is the Contractor's offered price for Chemicals and Services.

Proposing Company: _____
Company Agent's Signature: _____ Date: _____
Company Agent (please print): _____
Title of Agent: _____

APPENDIX I

PROPOSAL COST FORM (page 3 of 3)

CONTRACTOR'S PRICE PROPOSAL – Option to Purchase

| OPTION TO PURCHASE | | | | | |
|--------------------|---------------------------|-------|----------|-------|---------------|
| NO. | STATION | Tanks | Controls | Pumps | B/C Loggers** |
| 039* | WYNBROOK PS # 39 | CITY | \$ | CITY | \$ |
| 056 | PLEASANT UNION PS # 56 | CITY | CITY | CITY | Not Required |
| 089* | AVERSBORO PS # 89 | CITY | \$ | CITY | \$ |
| 094* | MAXWELL PS # 94 | CITY | \$ | CITY | \$ |
| 095* | NORTH/SOUTH PS # 95 | CITY | \$ | CITY | \$ |
| 099 | WENDELL FALLS PS # 99 | CITY | CITY | CITY | Not Required |
| 124* | ST MARKS PS # 124 | CITY | \$ | \$ | \$ |
| 150 | MACK TODD PS # 150 | CITY | \$ | CITY | Not Required |
| 152* | GANNON PS # 152 | CITY | \$ | CITY | \$ |
| 114* | BURLINGTON MILLS OC #114 | \$ | \$ | \$ | \$ |
| 141 | POOLE RD PS #141 | \$ | \$ | \$ | Not Required |
| 116 | WEST YOUNG OC STATION | \$ | \$ | \$ | Not Required |
| 022 | HAMPTON POINT PS # 22 | CITY | CITY | CITY | Not Required |
| 036* | SYCAMORE CREEK PS # 36 | \$ | \$ | \$ | \$ |
| 037* | BRIER CREEK PS # 37 | \$ | \$ | \$ | \$ |
| 038 | PROVIDENCE SQ PS # 38 | \$ | \$ | \$ | Not Required |
| 41 | WALNUT CREEK LIFT STATION | \$ | \$ | \$ | \$ |
| 77 | WHITE OAK PS | \$ | \$ | \$ | \$ |

NOTE: * = Stations that require PLC control
 ** = Cost for HR₂RS Data Loggers only
 CITY = City owned assets

The above is the Contractor's offered price for the City's Option to Purchase assets. Complete all cells of this sheet; use "NS" if not submitting an Option to Purchase price.

Proposing Company: _____

Company Agent's Signature: _____ Date: _____

Company Agent (please print): _____

Title of Agent: _____

APPENDIX II PROPOSER QUESTIONNAIRE

The following questions must be answered, and data given must be clear and comprehensive. If necessary, questions may be answered on separate sheets. The Proposer may submit any additional information desired.

| | | | |
|---|----------|-----------------------|------|
| Company Name: | | d/b/a (if applicable) | |
| Street / PO Box: | | | |
| City: | | State: | Zip: |
| Phone: | Fax: | E-Mail: | |
| Website (if applicable): | | | |
| <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other | | | |
| Number of years in business under company's present name: | | | |
| Fed Tax ID #: | DUNS # | | |
| Are you registered with the North Carolina Secretary of State to conduct business (if required)? (Check One) YES: <input type="checkbox"/> NO: <input type="checkbox"/> Not Applicable: <input type="checkbox"/> | | | |
| Are you properly licensed/certified by the Federal and/or State of North Carolina to perform the specified work? YES: <input type="checkbox"/> NO: <input type="checkbox"/> Not Applicable: <input type="checkbox"/> ATTACH COPY OF ALL APPLICABLE LICENSING/CERTIFICATION DOCUMENTS | | | |
| Are/will you be properly insured to perform the work? YES: <input type="checkbox"/> NO: <input type="checkbox"/> | | | |
| Contact for this Contract: | | Title: | |
| Phone: | Fax: | E-Mail: | |
| Have you ever defaulted or failed on a contract? (If yes, attach details) YES: <input type="checkbox"/> NO: <input type="checkbox"/> | | | |
| List at least three (3) references for which you have provided these services (same scope/size) in the past three years - preferably government agencies. Do not include City of Raleigh as a reference to meet the requirement of listing at least (3) references. PROPOSERS ARE RESPONSIBLE FOR SENDING REFERENCE QUESTIONNAIRE (APPENDIX III) TO THEIR REFERENCES. | | | |
| 1. | Company: | | |
| Contact Person: | | Title: | |
| Phone: | Fax: | E-Mail: | |
| Describe Scope of Work: | | | |
| 2. | Company: | | |
| Contact Person: | | Title: | |
| Phone: | Fax: | E-Mail: | |
| Describe Scope of Work: | | | |
| 3. | Company: | | |
| Contact Person: | | Title: | |
| Phone: | Fax: | E-Mail: | |
| Describe Scope of Work: | | | |
| 4. | Company: | | |
| Contact Person: | | Title: | |
| Phone: | Fax: | E-Mail: | |
| Describe Scope of Work: | | | |
| 5. | Company: | | |
| Contact Person: | | Title: | |
| Phone: | Fax: | E-Mail: | |
| Describe Scope of Work: | | | |
| The undersigned swears to the truth and accuracy of all statements and answers contained herein: | | | |
| Authorized Signature: | | Date: | |

APPENDIX III

REFERENCE QUESTIONNAIRE (Instructions)

Request for Proposals # 274-5230-608-2025-Odor and Corrosion Control Services

Title: Odor and Corrosion Control Services

The City of Raleigh, as a part of the RFP, requires proposing companies to submit a minimum of three (3) business references as required within this document. The purpose of the references is to document the experience of the proposer relevant to the scope of services and assist in the evaluation process.

- The Proposer is required to send the reference form (the following two pages) to each business reference listed on Proposer Questionnaire.
- The business reference, in turn, is requested to submit the Reference Form directly to the City of Raleigh Point of Contact identified on the Reference Questionnaire form for inclusion in the evaluation process.
- The form and information provided will become a part of the submitted proposal. The business reference may be contacted for validation of the response.
- It is the Proposer's responsibility to verify their references have been received by the City of Raleigh Point of Contact by the date indicated on the reference form.

APPENDIX III

REFERENCE QUESTIONNAIRE FORM

Request for Proposals # 274-5230-608-2025-Odor and Corrosion Control Services

Title: Odor and Corrosion Control Services

(Name of Business Requesting Reference)

This form is being submitted to your company for completion as a business reference for the company listed above.

This form is to be returned to the City of Raleigh, **Jeffrey Bognar**, via email to **Jeffrey.Bognar@raleighnc.gov** no later than **1:00 p.m. EST, April 2, 2025** and **MUST NOT** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the City of Raleigh, Point of Contact above.

Company Providing Reference

Contact Name and Title/Position _____

Contact Telephone Number _____

Contact Email Address _____

Questions:

1. In what capacity have you worked with this company in the past? If the company was under a contract, please acknowledge and explain briefly whether or not the contract was successful.

Comments:

2. How would you rate this company's knowledge and expertise?

3= Excellent

2= Satisfactory

1= Unsatisfactory

0= Unacceptable

Comments:

3. How would you rate the company's flexibility relative to changes in the scope and timelines?

3= Excellent

2= Satisfactory

1= Unsatisfactory

0= Unacceptable

Comments:

4. What is your level of satisfaction with hard-copy materials, e.g. reports, logs, etc. produced by the company?
 3= Excellent 2= Satisfactory 1= Unsatisfactory 0= Unacceptable

Comments:

5. How would you rate the dynamics/interaction between the company and your staff?
 3= Excellent 2= Satisfactory 1= Unsatisfactory 0= Unacceptable

Comments:

6. Who were the company's principle representatives involved in providing your service and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?
(3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

| | |
|-------------|---------------|
| Name: _____ | Rating: _____ |
| Name: _____ | Rating: _____ |
| Name: _____ | Rating: _____ |
| Name: _____ | Rating: _____ |

Comments:

7. With which aspect(s) of this company's services are you most satisfied?

Comments:

8. With which aspect(s) of this company's services are you least satisfied?

Comments:

9. Would you recommend this company's services to your organization again?

Comments:

APPENDIX IV
MWBE PARTICIPATION FORM
IDENTIFICATION OF MWBE PARTICIPATION FOR FORMAL CONTRACTS
Contract amount is (greater than or equal to) \$300,000.00

This Identification of MWBE Participation Form is for the purpose of capturing information regarding the utilization of MWBEs and other subcontractors and suppliers on Formal City Contracts. MWBE participation is encouraged for all City of Raleigh contracting opportunities. Please refer to the City's MWBE Policy for any contract specific requirements. *Copy this Form as needed.*

| | | | |
|---|---|----------------------------|--|
| COMPANY NAME: | | | |
| PROJECT NAME: | | | |
| PROJECT NUMBER: | | CITY DEPARTMENT: | |
| CONTRACT TYPE: | <input type="checkbox"/> Services <input type="checkbox"/> Other _____ | | |
| <input type="checkbox"/> PRIME IS MWBE | Classification: _____ <input type="checkbox"/> Certified with NCHUB <input type="checkbox"/> Certified with NCDOT-DBE | RFP SUBMITTAL DATE: | |

MWBE Classifications:
 American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

WORK TO BE SELF-PERFORMED

Check this box **only** if you intend to perform 100% of the work for this Contract with your own current work forces, and you normally perform and have the capability to perform all elements of this work for this Contract with your own current work forces.

MWBE SUBCONTRACTORS

Complete the chart below for all MWBE subcontractors that you intend to use for this Contract regardless of dollar amount.

| Company Name | MWBE Classification* | Description of Services | Percentage of Total Contract | Total Projected Utilization (\$) |
|--------------|----------------------|-------------------------|------------------------------|----------------------------------|
| | | | | |
| | | | | |
| | | | | |

*MWBE Classifications:
 American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

| | |
|--|----------|
| Total Estimated MWBE Utilization* | \$ _____ |
| Total Proposal Amount* | \$ _____ |
| Percent Estimated MWBE Utilization* | _____ % |
| (Total Estimated MWBE Utilization divided by Total Bid Amount) | |

APPENDIX V

CONTRACT STANDARD TERMS AND CONDITIONS

The contract terms provided herein shall become a part of any contract issued as a result of this solicitation. Any exceptions to the contract terms must be stated in the submittal. Any submission of a proposal without objection to the contract terms indicates understanding and intention to comply with the contract terms. If there is a term or condition that the firm intends to negotiate, it must be stated in the proposal. The successful firm will not be entitled to any changes or modifications unless they were first stated in the proposal. The City of Raleigh reserves the right, at its sole discretion, to reject any or all submittal package(s) containing unreasonable objections to standard City of Raleigh contract provisions.

1. Compensation; Time of Payment

The standard City of Raleigh payment term is NET 30 days from the date of invoice. For prompt payment all invoices should be emailed to (accountspayable@raleighnc.gov) or mail to the City of Raleigh, Accounts Payable, PO Box 590, Raleigh, North Carolina 27602-0590. All invoices must include the Purchase Order Number. Invoices submitted without the correct purchase order number will result in delayed payment.

2. Workmanship and Quality of Services

All work performed under this Contract shall be performed in a workmanlike and professional manner, to the reasonable satisfaction of the City, and shall conform to all prevailing industry and professional standards.

3. Non-discrimination

To the extent permitted by North Carolina law, the Parties for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Contract or its performance.

The Parties agree to conform with the provisions and intent of Raleigh City Code §4-1004 in all matters related to this Contract. This provision is incorporated into the Contract for the benefit of the City of Raleigh and its residents and may be enforced by an action for specific performance, injunctive relief, or any other remedy available at law or equity. This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the Contract.

4. Minority and Women Owned Business Enterprise

The City of Raleigh prohibits discrimination in any manner against any person based on actual or perceived age, race, color, creed, national origin, sex, mental or physical disability, sexual orientation, gender identity or expression, familial or marital status, religion, economic status, or veteran status. The City maintains an affirmative policy of fostering, promoting, and conducting business with women and minority owned business enterprises.

5. Assignment

This Contract may not be assigned without the express written consent of the City.

6. Applicable Law

All matters relating to this Contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

7. Insurance

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following coverages and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Commercial General Liability – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Automobile Liability – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a COR site.

Worker's Compensation & Employers Liability – Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 with statutory limits and employees liability of no less than \$1,000,000 each accident.

Additional Insured – Contractor agrees to endorse the City as an Additional insured on the Commercial General Liability, Auto Liability and Umbrella Liability if being used to meet the standard of the General Liability and Automobile Liability. The Additional Insured shall read '**City of Raleigh is named additional insured as their interest may appear**'.

Certificate of Insurance – Contractor agrees to provide COR a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or

written specifics as to which coverage is no longer in compliance. **The Certificate Holder address should read:**

**City of Raleigh
Post Office Box 590
Raleigh, NC 27602-0590**

Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest ‘Each Occurrence’ limit for required policies. Contractor agrees to endorse City of Raleigh as an ‘Additional Insured’ on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a ‘Follow-Form’ basis.

Professional Liability – Limits of no less than \$1,000,000 each claim. This coverage is only necessary for professional services such as engineering, architecture or when otherwise required by the City.

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Raleigh’s Risk Manager.

8. Indemnity

Except to the extent caused by the sole negligence or willful misconduct of the City, the Contractor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims, costs (including defense) and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract. This representation and warranty shall survive the termination or expiration of this Contract.

The Contractor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including claims, costs (including defense) and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Contract.

9. Intellectual Property

Any information, data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled by the Contractor under this Contract shall be kept as confidential proprietary information of the City and not divulged or made available to any individual or organization without the prior written approval of the City. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of the City and not the Contractor.

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets

invented, developed, created or discovered in performance of this Contract shall be the property of the City.

Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Contractor's performance of this project shall vest in the City. Works of authorship and contributions to works of authorship created by the Contractor's performance of this project are hereby agreed to be 'works made for hire' within the meaning of 17 U.S.C. 201.

10. Force Majeure

Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Contract must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

11. Advertising

The Contractor shall not use the existence of this Contract, or the name of the City of Raleigh, as part of any advertising without the prior written approval of the City.

12. Acknowledgement of City Brand and Tree Logo Ownership and Restrictions

The City of Raleigh has developed proprietary branding (the "City Brand") centered around the Raleigh tree mark logo (the "Tree Logo"). The City's exclusive rights and ownership in and to the Tree Logo are protected under trademark and copyright, including U.S. Copyright Reg. No. VAu1-322-896, N.C. State Trademark Registration Reg. No. T-23070 and Federal Trademark Registration Reg. No. 5,629,347, as well as under other federal and state laws.

Contractor acknowledges and understands that the City is not conferring any license to Contractor under this Agreement to use or depict the Tree Logo or other aspects of the City Brand.

Contractor shall not make any use or depiction of the Tree Logo or other aspects of the City Brand without the prior express written approval of the City. In this regard, should any materials being produced by Contractor for the City under this Agreement contemplate use or depiction of the Tree Logo, including, but not limited to, printed materials, digital media, signage and/or display materials, Contractor shall proceed under the auspices and direction of the City's Communications Department and shall comply with all guidelines and restrictions governing use or depiction of the Tree Logo.

13. Communications

If communications to the public and/or City employees are required as part of the Contractor's scope of work under this Contract, then the Contractor shall work with the City in the development of a communications plan ("Communications Plan") that must

first be approved by the City in writing before any such communications are delivered to the public and/or City employees.

For purposes of this Section 13, such written approval by the City shall be provided by electronic mail by the applicable City Communications Department employee who is responsible for reviewing and approving the Communications Plan, such electronic mail to be sent to the electronic mail address listed in Section 5, above, as part of the contact information for the Contractor representative identified in Section 5, above.

Among other things, the Communications Plan must establish whether the City or the Contractor will be responsible for sending any such communications to the public and/or City employees as required either by this Contract or the Communications Plan. The Communications Plan also shall include, but not be limited to, communications objectives, target audience, and deliverables (print, video, website, social, direct, or digital). The Contractor shall comply with the Communications Plan when communicating to the public and/or City employees pursuant to this Contract and the Communications Plan. All such communications shall comply with the City's brand and communications guidelines, as the same may be amended or modified from time to time.

The City's current brand and communications guidelines are incorporated into this Contract by reference and can be found on the City's website here: <https://raleighnc.gov/doing-business/city-brand-guidance-vendors>.

For purposes of this Section 13, "Communications" is defined as any public or City employee facing information presented in channels such as, but not limited to, a website, mobile applications, social media, printed materials, vehicles, billboards, and videos.

a. Communications Plan Approval:

Any materials, messaging or outreach from the Contractor related to marketing and communications of any service or effort under this Contract must first be reviewed and approved by the City's Communications Department. This is to ensure that the Communications Plan: (i) complies with the City's brand and communication guidelines; (ii) integrates with the City's other communications channels and digital strategy; (iii) meets accessibility guidelines; and (iv) conforms to communications best practices with respect to general user experience.

b. Accessibility Requirements:

For web content that the Contractor is to make accessible to the public and/or City employees as part of an approved Communications Plan that is included in the Contractor's scope of work under this Contract, all web materials including, but not limited to, tools, mobile applications, and websites, generated by, or on behalf of, the Contractor must meet at least the mid-range conformance level, AA compliance of the current Web Content Accessibility Guidelines, as the same may be amended from time to time.

Any such web content generated by, or on behalf of the Contractor, as part of a Communications Plan associated with this Contract shall meet all standards of good cognitive web accessibility, which include the following:

- i. Using proper headings and lists
- ii. Using unique links
- iii. Using alternative text and captions
- iv. Using more white space
- v. Dividing content into more manageable pieces
- vi. Making forms manageable by breaking them into multiple, sequential steps
- vii. Providing a logical reading order
- viii. Being consistent with fonts, colors and locations of page elements
- ix. Offering keyboard access
- x. Offering content in multiple formats
- xi. Understanding minimum contrast

c. Languages:

Digital sites/ tools that are for public use/consumption, including for use by City employees, under a Communications Plan associated with this Contract must have translation module (e.g., G-translate, Weglot) so that the service is available in all languages. At minimum, Spanish translation is required on all such digital sites/tools based on low English proficiency requirements:

- i. In most cases, entities that are recipients of federal financial assistance through U.S. Department of Health and Human Services (HHS) must provide language assistance services in order to comply with their legal obligation to take reasonable steps to ensure meaningful access to their programs by persons with [Limited English Proficiency \(LEP\)](#).

d. Content:

For any communications content that the Contractor is required to generate, or have generated, as part of its scope of work under this Contract, the Contractor shall send such content to City Communications Department staff in raw, high-resolution format for inclusion in communications materials to be made accessible to the public and/or City employees as set forth in the Communications Plan that arises from this Contract (i.e., websites, mobile applications, printed materials collateral, and social media). PDF attachments shall be used only as a last resort and only after written approval by the City, with such written approval to be provided by the City in electronic mail format as described elsewhere in this Section 13.

- i. Contractor shall only provide to the City communications materials for which the City has rights to use, with written documentation of such use rights being provided to the City as requested from time to time by the City in its sole discretion.
- ii. All working files agreed upon for the specific Communications Plan shall be provided to the City Communications Department, i.e., text, graphics, charts and data, infographics, and original native files such as Illustrator, Excel, ArcGIS, etc. Following are the file format specifications:
 1. Images: At least 300dpi for printing at actual size; 96dpi and at least 1920x1080px for digital/Web.
 2. Video: Any video should be no less than Standard HD (1920x1080) but preferable 4k.
 3. Text: Word document using accessibility best practices (heading structure, table of contents, and tables).

14. Cancellation

The City may terminate this Contract at any time by providing thirty (30) days written notice to the Contractor. In addition, if Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Contract by giving written notice to the Contractor and termination will be effective upon receipt. Contractor shall cease performance immediately upon receipt of such notice.

In the event of early termination, Contractor shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the City. Notwithstanding the foregoing, in no event will the total amount due to Contractor under this section exceed the total amount due Contractor under this Contract. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold any payment due to the Contractor for the purpose of setoff until such time as the City can determine the exact amount of damages due the City because of the breach.

Payment of compensation specified in this Contract, its continuation or any renewal thereof, is dependent upon and subject to the allocation or appropriation of funds to the City for the purpose set forth in this Contract.

15. Laws/Safety Standards

The Contractor shall comply with all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and

approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Electrical Engineers for pressure vessels; the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the Contractor shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

Contractor must comply with *North Carolina Occupational Safety and Health Standards for General Industry 13 NCAC 07F (29CFR 1910)*. In addition, Contractor shall comply with all applicable occupational health and safety and environmental rules and regulations.

Contractor shall effectively manage their safety and health responsibilities including:

a. Accident Prevention

Prevent injuries and illnesses to their employees and others on or near their job site. Contractor managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.

b. Environmental Protection

Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

c. Employee Education and Training

Provide education and training to all contractors employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

16. Applicability of North Carolina Public Records Law

Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to the City by the Contractor are subject to the public records laws of the State of North Carolina and it is the responsibility of the Contractor to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. Contractor understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of this Contract conflict with this paragraph, the provisions of this section shall control.

17. Miscellaneous

The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by the City for use in connection with the performance of this Contract and will reimburse the City for the replacement value of its loss or damage.

The Contractor shall be considered to be an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the City.

This Contract may be amended only by written agreement of the parties executed by their authorized representatives.

18. Right to Audit and Access to Records

- a. The City may conduct an audit of any services performed and fees paid subject to this Contract. The City, or its designee, may perform such an audit throughout the contract period and for three (3) years after termination thereof or longer if otherwise required by law.
- b. The Contractor and its agents shall maintain all books, documents, papers, accounting records, contract records and such other evidence as may be appropriate to substantiate costs incurred under this Contract. The City, or its designee, shall have the right to, including but not limited to: review and copy records; interview current and former employees; conduct such other investigation to verify compliance with contract terms; and conduct such other investigation to substantiate costs incurred by this Contract.
- c. "Records" shall be defined as data of every kind and character, including but not limited to books, documents, papers, accounting records, contract documents, information, and materials that, in the City's sole discretion, relate to matters, rights, duties or obligations of this Contract.
- d. Records and employees shall be available during normal business hours upon advanced written notice. Electronic mail shall constitute written notice for purposes of this section.
- e. Contractor shall provide the City or its designee reasonable access to facilities and adequate and appropriate workspace for the conduct of audits.
- f. The rights established under this section shall survive the termination of the Contract, and shall not be deleted, circumvented, limited, confined, or restricted by contract or any other section, clause, addendum, attachment, or the subsequent amendment of this Contract.
- g. The Contractor shall reimburse the City for any overcharges identified by the audit within ninety (90) days of written notice of the City's findings.
- h. Contractor shall, upon request, provide any records associated with this engagement to the North Carolina State Auditor that are necessary to comply with the provisions of G.S. § 147-64.7.

19. E – Verify
Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. § 64-25 et seq. In addition, to the best of Contractor’s knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. § 64-25 et seq.

20. Iran Divestment Act Certification
Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, *et seq.* In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

21. Companies Boycotting Israel Divestment Act Certification
Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

APPENDIX VI

EXCEPTIONS TO THE RFP

CHECK ONE:

- NO EXCEPTIONS, PROPOSER COMPLIES WITH ALL DOCUMENTS IN RFP.
- EXCEPTIONS ARE LISTED BELOW:

| # | RFP Page #, Section, Name, Title, Item # | Exceptions (Describe nature of Exception) | Explain Why This is an Issue | Proposed Alternative | Indicate if exception is Negotiable (N), or Non-negotiable (NN) |
|---|--|---|------------------------------|----------------------|---|
| 1 | | | | | |
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FAILURE TO IDENTIFY ANY EXCEPTIONS WILL INDICATE ACCEPTANCE OF ALL TERMS AND CONDITIONS, AND REQUIREMENTS OF THE RFP AND ANY CORRESPONDING ADDENDUM ISSUED. THE CITY, AT ITS SOLE DISCRETION, MAY MODIFY OR REJECT ANY EXCEPTION OR PROPOSED CHANGE.

| | | |
|-------------------------|-----------------------|--------|
| Firm: | Authorized Signature: | Title: |
| Printed Name of Signer: | Date: | |

APPENDIX VII

PUMP STATION PHYSICAL ADDRESSES

| NO. | NAME | ADDRESS | CITY | LAT/LONG |
|------------|--------------------------------|--------------------------------|-------------|---------------------------|
| 039 | WYNBROOK PS # 39 | 12839 EDSEL DRIVE | RALEIGH | 35.911418, -78.71622 |
| 056 | PLEASANT UNION PS # 56 | 1900 PLEASANT UNION RD | RALEIGH | 35.949812,- 78.671564 |
| 062 | BUFFALOE RD OC #62 | 6616 BUFFALOE RD | RALEIGH | 35.848151, - 78.530963 |
| 089 | AVERSBORO PS # 89 | 2390 AVERSBORO RD | GARNER | 35.677575,- 78.629256 |
| 094 | MAXWELL PS # 94 | 695 MAXWELL DRIVE | GARNER | 35.712593,- 78.647375 |
| 095 | NORTH/SOUTH PS # 95 | 2100 GARNER STATION BLVD | GARNER | 35.721493,- 78.664816 |
| 099 | WENDELL FALLS PS # 99 | 10425 POOLE ROAD | WENDELL | 35.754764,- 78.428468 |
| 124 | ST MARKS PS # 124 | 8109 HWY 64 EAST | KNIGHTDALE | 35.808244,- 78.457796 |
| 132 | GRASSHOPPER OC STATION #132 | 6101 GRASSHOPPER RD. | WENDELL | 35.7388, -78.4608 |
| 152 | GANNON PS # 152 | 1301 W GANNON AVENUE | ZEBULON | 35.821998, -78.341741 |
| 114 | BURLINGTON MILLS OC #114 | 4975 BURLINGTON MILLS RD | ROLESVILLE | 35.914647, -78.472778 |
| | NORTH MAIN OC STATION | 303 N. MAIN ST | ROLESVILLE | 35.9268, -78.4536 |
| 022 | HAMPTON POINT PS # 22 | 934 PRISTINE LANE | RALEIGH | 35.912078, -78.48705 |
| 036 | SYCAMORE CREEK PS # 36 | 9299 GLENWOOD AVE. | RALEIGH | 35.896203, -78.765213 |
| 037 | BRIER CREEK PS # 37 | 10260 GLOBE ROAD | RALEIGH | 35.88658, -78.798399 |
| 038 | PROVIDENCE SQ PS # 38 | 8212 BRENNAN DR. | RALEIGH | 35.899964, -78.684471 |

| | | | | |
|-----|-----------------------------|------------------------|------------|--------------------------|
| 077 | WHITE OAK PS # 77 | 5480 RAYNOR ROAD | GARNER | 35.67187, -78.549196 |
| 047 | FORESTVILLE FARM PS # 47 | 3600 CROYDON MILL WAY | RALEIGH | 35.88046, -78.516715 |
| 041 | WALNUT CREEK LS # 41 | 2300 BARWELL ROAD | RALEIGH | 35.74798, -78.53468 |
| 084 | POPLAR CREEK PS # 84 | 6025 STONEY FALLS WAY | KNIGHTDALE | 35.754392, -78.507265 |
| 120 | UPPER POPLAR CRK PS # 120 | 8709 POOLE ROAD | KNIGHTDALE | 35.748968, -78.466955 |
| 026 | WILLOWCREST PS # 26 | 528 GRANITE VIEW DR | ROLESVILLE | 35.932728, -78.474215 |
| 017 | MARSH CREEK OC #17 | 1000 CRABTREE BLVD | RALEIGH | 35.793478, -78.596839 |
| 082 | HWY 50 PS #82 | 2355 BENSON RD | GARNER | 35.660954, -78.608037 |
| 123 | KNIGHTDALE STATION PS #123 | 598 MORNING FLYER WAY | KNIGHTDALE | 35.8044, -78.4563 |
| 118 | EDGE OF AUBURN PS #118 | 183 CANYON GAP WAY | GARNER | 35.693511, -78.511209 |
| 117 | AUBURN VILLAGE PS #117 | 252 IVORY LN | GARNER | 35.702290, -78.549172 |
| 145 | AVENUES @ WHITE OAK PS #145 | 599 WHITE OAK RIDGE DR | GARNER | 35.709370, -78.592726 |
| 146 | OAK MANOR PS #146 | 545 SQUIRREL OAKS LN | GARNER | 35.642668, -78.599209 |
| 153 | HOLLYBROOK PS #153 | 949 JASMINE ST | WENDELL | 35.757091, -78.364153 |
| 158 | PEARCE'S LANDING PS #158 | 1629 INDIGO CREEK DR | ZEBULON | 35.865805, -78.320544 |
| 165 | CHANDLER'S RIDGE PS #165 | 401 MAPLEHURST DR | ROLESVILLE | 35.938478, -78.446296 |
| 168 | GEORGIA'S LANDING PS #168 | 149 DECATUR DR | RALEIGH | 35.692971, -78.677606 |
| 169 | WATSON'S TRACT PS #169 | 701 RIGUARD WAY | WENDELL | 35.795497, -78.340524 |

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|-----|-----------------------------|------------------------|-------------|--------------------------|
| 171 | AUBURN STATION PS #171 | 492 MUGBY RD | GARNER | 35.697889, -78.557075 |
| 172 | GLENNON PS #172 | 1033 GREENVILLE WAY | WENDELL | 35.808952, -78.430066 |
| 163 | HIGHLAND CREEK 2 PS #163 | 3300 ALTHORP DR | WAKE FOREST | 35.9037, -78.5195 |

APPENDIX VIII

ENVIRONMENTAL MANAGEMENT SYSTEM ACKNOWLEDGEMENT

The Resource Recovery Division recognizes the responsibility to protect the environment and public health focusing on products for beneficial reuse by:

- Meeting or exceeding compliance obligations
- Seeking continual improvement
- Promoting positive relations with interested parties
- Protecting the environment, including prevention of pollution

The Resource Recovery Division is ISO 14001:2015 certified and maintains an Environmental Management System (EMS). Each contractor must be aware that an EMS program is in place and thereby is expected to conduct their activities consistent with the program. The EMS manual may be found at the following hyperlink: [Raleigh Biosolids EMS](#)

By signing below, I am / we are aware of the Environmental Management System.

Company Name: _____

Representative's Name: _____ Title: _____

Representative's Signature: _____ Date: _____