

**HARRISONBURG-ROCKINGHAM REGIONAL SEWER AUTHORITY**

P.O. BOX 8

MOUNT CRAWFORD, VIRGINIA 22841

TEL: 540.434.1053 FAX: 540.434.5160

www.hrrsa.org

Issue Date: November 12, 2025	Request for Proposal: HRRSA-2025-01	FOR: Biosolids Beneficial Use and Hauling for North River WWTF
DEPARTMENT: Harrisonburg-Rockingham Regional Sewer Authority	DATE/TIME OF CLOSING: December 19, 2025, 10:00 A.M., local time	CONTRACT ADMINISTRATOR: Gregory A. Thomasson, P.E. Executive Director gthomasson@hrrsa.org 540.434.1053, Ext. 223

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by the Harrisonburg-Rockingham Regional Sewer Authority (HRRSA) the items or services offered and accompanying attachments shall constitute a contract.

Acknowledge Receipt of Addenda Here: No. _____ Date: _____
No. _____ Date: _____
No. _____ Date: _____

Note- HRRSA does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment in the performance of procurement activity.

NAME AND ADDRESS OF FIRM: _____

Telephone/Fax No.: _____

E-Mail Address: _____

Federal Employer Identification No. or _____

Federal Social Security No. _____

(Sole Proprietor) _____

Prompt Payment Discount % for payment within days/net days

Contractor's License No. _____

By signing this proposal, offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this RFP.**BUSINESS CLASSIFICATION – CHECK ONE:**☐ **Individual**☐ **Partnership**☐ **Corporation**☐ **LLC**

State in which Incorporated: _____

Vendor Legally Authorized Signature _____

Date _____

Print Name and Title _____

Witness _____

Sealed proposals subject to terms and conditions of this Request for Proposals will be received by U.S. mail at P.O. Box 8, Mount Crawford, VA 22841 or by delivery to 856 North River Road, Mount Crawford, VA 22841 or through the Commonwealth's statewide electronic procurement system, known as eVA, until the day/time specified above.

AN EQUAL OPPORTUNITY ORGANIZATION*Please return this completed form with bid/proposal submission.*

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RFP NO. HRRSA-2025-01
BIOSOLIDS BENEFICIAL USE AND HAULING FOR THE NORTH RIVER WWTF

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1. PURPOSE

The purpose of this solicitation is to establish a contract or contracts for cost effective and environmentally sound hauling and beneficial use and/or disposal of Class B anaerobically digested biosolids and hauling and disposal of dried Class A Exceptional Quality (EQ) biosolids for the Harrisonburg-Rockingham Regional Sewer Authority (HRRSA).

The biosolids would be removed from HRRSA's North River Wastewater Treatment Facility (WWTF) located at 856 North River Road, Mount Crawford, Virginia 22841. The destination for the biosolids beneficial use would be as proposed by the Offeror (Contractor). The only approved destination for "hauling only" is the Rockingham County Landfill, 813 Greendale Road, Harrisonburg, Virginia 22801.

The biosolids quantities, concentrations and values provided herein are estimates and not guaranteed. These estimates are provided to give a general guideline for submission of proposals and represent the best estimate of HRRSA based on projected biosolids production rates. During the contract term, the Contractor will furnish all items described in their proposal. The Contractor understands and agrees that this is a requirements contract and HRRSA will have no obligations to the Contractor if no work is required or requested by HRRSA. Any quantities which are included in the solicitation are the current projections of HRRSA for the period of the contract. The amounts are estimates, and the Contractor understands and agrees that HRRSA is under no obligation to the Contractor to buy any amount as a result of having provided these estimates or having any normal or otherwise measurable quantities in the past. The Contractor further understands that HRRSA may require work in excess of the estimated annual contract amounts and that such excess shall not give rise to any claim for compensation other than at the unit costs of the contract.

2. BACKGROUND INFORMATION

- a. HRRSA is a political subdivision of the Commonwealth of Virginia, organized under the Virginia Water and Waste Authorities Act, Chapter 28, Title 15.1, Code of Virginia of 1950, as amended. HRRSA was created by action of the Board of Supervisors of Rockingham County and the Councils of the City of Harrisonburg and the Towns of Bridgewater, Dayton, and Mount Crawford, Virginia. HRRSA was chartered by the State Corporation Commission on July 15, 1970.
- b. HRRSA's North River Wastewater Treatment Facility (WWTF) is an enhanced nutrient removal wastewater treatment facility with a design capacity of twenty-three (23) million gallons per day (MGD). The current average daily flow of the facility is approximately 13.9 MGD. The facility operates under VPDES Permit No. VA0060640 for discharge of wastewater and Virginia Pollutant Abatement (VPA) Permit No. VPA04012 for distribution and marketing of Class A EQ biosolids.
- c. HRRSA can produce three different forms of biosolids. HRRSA prefers to produce a Class A exceptional quality biosolid with a paddle dryer. If the dryer is down for maintenance or HRRSA is producing more cake than the dryer can handle, HRRSA generates a Class B cake which is typically 15% solids. In certain situations, HRRSA will also produce a Class B liquid.

- d. The North River WWTF biosolids storage facility is located at 856 North River Road, Mount Crawford, Virginia 22841. Dewatered Class B biosolids are stored under roof/pavilion adjacent to the solids handling and dewatering building. Liquid biosolids are stored in an adjacent earthen lagoon. Class A EQ biosolids are also stored under roof adjacent to the solids handling and dewatering building but segregated from the dewatered Class B biosolids.
- e. The North River WWTF currently has approximately 15-20 days of dewatered Class B biosolids storage and approximately 100-160 days of dried Class A EQ biosolids storage available. Offsite storage is not a requirement of this solicitation.
- f. Rockingham County has accepted HRRSA's dewatered Class B biosolids for disposal at the Rockingham County Landfill for a tipping fee and has accepted HRRSA's dried Class A EQ biosolids as landfill daily cover for no fee. It is HRRSA's preference for any Class B biosolids to be beneficially used via land application. However, HRRSA understands landfill disposal under the "hauling only" option may be required. The option for "hauling only" to the landfill is included to provide an option for disposal during prolonged periods of inclement weather; the rare instance of plant upset which would preclude land application; and to evaluate landfiling as an alternative to land application. If the "hauling only" option is selected by HRRSA for Class A EQ or Class B biosolids disposal, HRRSA will directly pay Rockingham County any applicable landfill tipping fees.

3. BIOSOLIDS INFORMATION

- a. Class A EQ Dried Biosolids
 - 1. The dried biosolids are anaerobically digested, dewatered by belt filter presses or screw press and then dried to greater than 90% TS by a thermal biosolids dryer. The dried biosolids meet the EPA (40 CFR 503) criteria for Class A EQ categorization.
 - 2. The estimated quantity of Class A EQ biosolids to be produced is 1,000 to 3,000 wet tons per calendar year at approximately 96% TS.
 - 3. There are approximately 100 to 160 days of storage capacity available for HRRSA's Class A EQ dried biosolids.
 - 4. Analytical data from a recent analysis conducted during commissioning of the dryer is included in Attachment B.
- b. Dewatered Class B Biosolids
 - 1. The dewatered biosolids are anaerobically digested biosolids which meet the EPA (40 CFR 503) criteria for Class B categorization. This material is dewatered to an average of 15% TS by belt filter presses and/or screw press.
 - 2. The estimated quantity of Class B biosolids to be produced is 1,000 to 5,000 wet tons per calendar year.
 - 3. There are approximately 15 to 20 days of storage capacity available for HRRSA's Class B dewatered biosolids.
 - 4. Analytical data from recent dewatered cake biosolids analyses are included in Attachment C.

- c. Liquid Class B Biosolids
 - 1. The liquid biosolids are anaerobically digested biosolids which meet the EPA (40 CFR 503) criteria for Class B categorization. This material is stored in an earthen lagoon following digestion and contains approximately 3 - 8% TS.
 - 2. The estimated quantity of Class B liquid biosolids to be produced is 0 - 1,000,000 gallons per calendar year.
 - 3. There are approximately 60-90 days of storage in the lagoon at current production rates.
 - 4. Analytical data from recent liquid biosolids analyses are included in Attachment D.
- d. Biosolids Characteristics and Quantities Not Guaranteed: The quantities, analytical data and solids content of the dried Class A EQ biosolids and dewatered and liquid Class B biosolids listed above are not guaranteed. The estimated quantities, composition and solids content of the biosolids produced during the term of the contract may be more or less than the listed amounts. The actual wet tons land applied and hauled to the landfill for the last five years is provided in Attachment H.
- e. Notice and Necessary Information (NANI): At a frequency of no less than once every two months, HRRSA will provide NANI for each class of biosolids produced by the North River WWTF. An example NANI is included in Attachment E.

4. SCOPE OF SERVICES

The Scope of Services to be provided by the contract is identified in Options 1 - 4 below. The offeror need not submit for each Option with one exception. If the offeror submits a proposal for Option 3 then they must also submit a proposal for Option 4 and vice versa. HRRSA reserves the right to award one or more contracts to complete the listed Scope of Services. Any exceptions to the Scope of Services must be approved by HRRSA and do not automatically become part of the contract if listed in the Technical and/or Cost Proposal.

- a. Option 1: Remove and haul approximately 0 to 4,000 wet tons per year of dewatered Class B biosolids from HRRSA's North River WWTF and land apply dewatered Class B biosolids on permitted sites in accordance with all applicable biosolids use regulations.
 - 1. The Contractor shall remove material from the HRRSA's North River WWTF in a timely manner in coordination with the HRRSA Operations Manager to avoid exceedance of the storage capacity of the dewatered Class B biosolids storage area at the North River WWTF.
 - 2. HRRSA reserves the right to determine the timeliness of regular intervals.
- b. Option 2: Remove and haul approximately 0-1,000,000 gallons per year liquid Class B biosolids from HRRSA's North River WWTF earthen lagoon and land apply liquid Class B biosolids on permitted sites in accordance with all applicable biosolids use regulations.
 - 1. The Contractor shall remove liquid biosolids from HRRSA's North River WWTF in a timely manner in coordination with the HRRSA Operations Manager to avoid exceedance of the storage capacity of the North River WWTF lagoon.
 - 2. HRRSA reserves the right to determine the timeliness of regular intervals.
- c. Option 3: Remove and "haul only" approximately 0 to 2,500 wet tons per year dried Class A EQ biosolids to the Rockingham County Landfill, 813 Greendale Road, Harrisonburg, Virginia

22801. The Contractor shall remove dried Class A EQ material from HRRSA's North River WWTF in a timely manner in coordination with the HRRSA Operations Manager.

1. HRRSA reserves the right to determine the timeliness of regular intervals.
 2. HRRSA will negotiate and contract directly with Rockingham County concerning any landfill tipping charges and other fees.
- d. Option 4: Remove and "haul only" approximately 0 to 2,000 dewatered Class B biosolids to the Rockingham County Landfill, 813 Greendale Road, Harrisonburg, Virginia 22801. The Contractor shall remove dewatered material from HRRSA's North River WWTF in a timely manner in coordination with the HRRSA Operations Manager.
1. HRRSA reserves the right to determine the timeliness of regular intervals.
 2. HRRSA will negotiate and contract directly with Rockingham County concerning any landfill tipping charges and other fees.

5. CONTRACT TERMS

- a. General Contract Terms and Conditions: Refer to HRRSA's General Terms and Conditions and Insurance Requirements in Attachment A.
- b. Contract Price: Offerors shall submit unit costs in their Cost Proposal for each Option described in the Scope of Service for which they are submitting proposals. The unit costs shall include all costs, overhead and profit to the Contractor in fulfillment of this contract and no other charges or fees shall be billed to HRRSA unless outlined in this contract and/or approved in advance by HRRSA.
- c. Contract Period: The contract shall be for an initial term of three (3) calendar years. Additionally, HRRSA shall have authority to extend the contract by up to two (2) additional annual renewal periods. The first twelve (12) months shall be at a firm fixed unit cost, hereinafter referred to as the base unit cost, for each of Options 1-4 listed in the Scope of Services. Thereafter, on the anniversary date for the second and third year of the initial contract, as well as each successive optional renewal period, if HRRSA authorizes an extension of the contract, the base unit cost shall be automatically adjusted by a price adjustment factor based on the increase or decrease in the Consumer Price Index (CPI). In all cases, the minimum unit price will not decrease below the initial bid price. This price adjustment factor shall be allowed for each of the Options described in the Scope of Services.
- d. Consumer Price Index (CPI): For the purposes of this contract, the CPI is defined as the Consumer Price Index - All Urban Consumers, All items, Not Seasonally Adjusted (CUUROOOOAO), as published by the United States Department of Labor, Bureau of Labor Statistics. The base CPI index shall be established at the time of execution of the contract and shall be the last published index closest to the award date of the contract. For purposes of adjustment, the CPI used for each subsequent year shall be that published for the corresponding date of each subsequent and then current year.
- e. Calculation of Price Adjustment: The price adjustment factor referenced in paragraph c. shall be obtained by dividing the base CPI index (referenced in paragraph d.) into the corresponding monthly CPI on the anniversary date of the contract. The base unit price shall be multiplied by the price adjustment factor to determine the adjusted unit price for the second and third

annual period of the contract and any optional annual renewal period if the contract is extended by HRRSA.

Example: (values are fictional and shall not to be used for proposal quotation):

Base Price: \$25.00/wet ton

Base Year CPI: 252.776

Current Year CPI: 258.678

Year 2 Price = $(258.678 / 252.776) * \$25.00 = \$25.58/\text{wet ton}$

- f. Fuel Surcharges Not Allowed: No fuel surcharge shall be charged HRRSA for work performed under this contract.
- g. Additional Costs for Treatment and Disposal: Additional costs for treatment or disposal may be passed on to HRRSA only when those costs are the result of HRRSA's inability to produce biosolids that meet existing regulatory requirements for material destined for land application.

6. BIOSOLIDS LOADING PROCEDURES

- a. Solids Availability: The need for hauling of Class A EQ or Class B biosolids from HRRSA will vary based on the availability of biogas and dryer operation. HRRSA will provide at least 24-hours' notice when solids must be hauled from the North River WWTF.
- b. Biosolids Loading Schedule: Biosolids shall normally be loaded between the hours of 7:00 A.M. and 7:00 P.M., Monday through Saturday. Changes to the loading hours may be requested on a case-by-case basis subject to approval by the HRRSA Operations Manager. There shall be no biosolids loading on Sunday. HRRSA reserves the right to make changes in the loading schedule due to unforeseen operational problems including but not limited to inclement weather, equipment/mechanical failure, or manpower shortages at HRRSA's North River WWTF. HRRSA will provide as much notice as it deems appropriate to the Contractor if changes in loading times are required.
- c. Vehicle Loading Procedures: - Dried Class A EQ and dewatered Class B Biosolids: HRRSA personnel will be responsible for loading biosolids from the North River WWTF dried and/or dewatered biosolids storage areas into the Contractor's transport vehicles. The Contractor's drivers will be responsible for verbally notifying HRRSA personnel of the estimated quantity of biosolids to be loaded and for repositioning the transport vehicle as needed during the loading process. The Contractor shall develop loading procedures to ensure that the transport vehicle meets all Virginia Department of Transportation (VDOT) requirements for on-road travel. The Contractor shall be responsible for payment of all overweight violations received and for the disposal of any overweight biosolids.
- d. Vehicle Loading Procedures - Liquid Biosolids: The Contractor will be responsible for loading the liquid biosolids from the North River WWTF earthen lagoon using HRRSA's lagoon barge pumping equipment and loading chute. The Contractor shall monitor each load cycle by recording the flow meter totalizer readings at the start (pump on) and end (pump off) of each transport vehicle loading on a form provided by HRRSA. The Contractor will collect a sample

of each loading, sample containers and sample storage will be provided by HRRSA. The Contractor shall develop loading procedures to ensure that the transport vehicle meets all Virginia Department of Transportation (VDOT) requirements for on- road travel. The Contractor shall be responsible for payment of all overweight violations received and for the disposal of any overweight biosolids.

- e. Liquid Biosolids Mixing Equipment: The Contractor shall be responsible for installing, operating, fueling, and maintaining the necessary equipment to mix the liquid biosolids stored in the earthen lagoon to achieve proper consistency prior to loading into the biosolids transport vehicles. The earthen lagoon shall be mixed at least 24 hours before the initial load of the loading cycle is removed and mixing shall be continued throughout the liquid biosolids loading cycle as needed. Contractor provided mixing equipment is only required to be on-site during liquid biosolids vehicle loading periods.
- f. Vehicle Weighing: HRRSA has no facilities for weighing of trucks. The Contractor shall be responsible for obtaining the "empty" and "full" weight of each truckload of dried Class A EQ and dewatered Class B biosolids using a certified scale.
- g. Class A EQ and Class B Biosolids Mixing Prohibition: No mixing of North River WWTF's dried Class A EQ and dewatered Class B biosolids is permitted. HRRSA's dried Class A EQ and dewatered Class B biosolids shall not be loaded into the same transport vehicle at any time unless authorized by the HRRSA Operations Manager.

7. CONTRACTOR EQUIPMENT, VEHICLES AND TRANSPORT ROUTES

- a. Ingress and Egress Routes: Ingress and egress routes for the North River WWTF site shall be defined by HRRSA and will be subject to modification at HRRSA's discretion. Should any damage to the North River WWTF property be caused by the Contractor, the Contractor shall notify the HRRSA Operations Manager and make immediate repairs at the Contractor's expense. HRRSA may, however, at its discretion, elect to make repairs or replace damaged property and deduct such costs from monies due or to become due to the Contractor.
- b. Operational Restrictions on Biosolids Hauling: Operational problems at HRRSA's North River WWTF may (1) prevent loading biosolids; (2) prevent providing a full load to the Contractor; (3) limit the number of days per week that hauling biosolids can be performed; or (4) temporarily cease operations. There shall be no minimum load or minimum payment guaranteed to the Contractor on such occasions. The Contractor shall only be paid for the applicable classification and quantity (or weight) of biosolids removed and hauled. Such operational restrictions shall not be used by the Contractor to claim additional compensation.
- c. Transport Vehicles: Transport vehicles used to remove and haul biosolids shall meet all local jurisdictional requirements as well as Virginia Department of Transportation and Federal Department of Transportation requirements and regulations. The transport vehicles shall have watertight bodies and shall be properly equipped with seals and covers to prevent spills and drainage while hauling on or off-road, as well as to prevent odors, control of which is the sole responsibility of the Contractor. All seals and covers shall be properly secured prior to leaving the biosolids loading area of the North River WWTF. HRRSA reserves the right to reject any transport vehicle due to improper equipment.

- d. **Cleanliness of Vehicles:** The transport vehicles shall be regularly cleaned and shall be acceptable to HRRSA. Should any transport vehicle used to transport material from another entity be enlisted to transport HRRSA's biosolids, the transport vehicle shall be completely free of residue from the previously hauled material before the introduction of HRRSA's biosolids if the ultimate disposition of HRRSA's biosolids is land application.
- e. **Off-Site Vehicle Breakdowns:** Should a mechanical breakdown occur in route to any land application, treatment, storage or disposal site, the Contractor shall immediately dispatch a tow truck or a repair crew to the disabled vehicle. If the disabled vehicle cannot be repaired where it broke down, it shall first be towed to the final destination for the biosolids for proper removal of the biosolids. Vehicle towing shall be the sole responsibility of the Contractor and carried out at his/her expense. Immediate notification of such a situation and its satisfactory resolution shall be made to the HRRSA Operations Manager.
- f. **On-Site Vehicle Breakdowns:** Should a mechanical failure occur on HRRSA property, the Contractor shall immediately inform the HRRSA Operations Manager, giving the nature of the breakdown. The Contractor shall make arrangements to have the unit removed to another location for repair in a timely manner. If it requires only a minor repair that will not impact HRRSA, permission may be given by the HRRSA Operations Manager for the Contractor to make the repairs on the HRRSA plant site. This, as well as the standard for timeliness of repairs, shall be decided on a case-by-case basis at the discretion of the HRRSA Operations Manager.
- g. **Back-up Vehicles:** When a breakdown causes a vehicle to be removed from normal service, the Contractor shall supply a back-up vehicle which meets all criteria set forth in this document in a timely manner so as to not interrupt service. A sufficient number of vehicles shall be available for standby in case of vehicle failure. In the event of equipment breakdown, it shall be the Contractor's responsibility to provide substitute equipment as needed to avoid any loading operations slowdown or shutdown.

8. CONTRACTOR EMPLOYEES

- a. **Contractor Employees:** The Contractor shall employ such employees or subcontractors as are necessary and appropriate for the performance of the Contractor's duties and obligations. Contractor's employees and subcontractors shall have all the required certifications and /or licenses to perform their duties to remove, haul and/or land apply biosolids. All Contractor's employees or subcontractors shall in every instance be deemed employees or agents of the Contractor and not of HRRSA. The Contractor shall be solely responsible for the conduct and behavior of all its employees and subcontractors and covenants save, defend, indemnify and hold harmless HRRSA and all of its directors, officers, departments, agencies, agents and employees (collectively referred to as "HRRSA") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from or arising out of or in any way connected with the Contractor's employment of employees subcontractors.
- b. **Employees' Conduct:** All drivers must be and remain qualified by the appropriate jurisdiction(s) and upon the pertinent equipment and shall provide HRRSA with proof of the

same upon request. All Contractor employees are expected to conduct themselves in a manner that is acceptable to HRRSA at any time involved with the performance of this contract regardless of location.

9. ODORS, SPILLS AND CLEAN-UP

- a. Odor Control: Control of odors after the material leaves HRRSA property shall be the sole responsibility of the Contractor and in accordance with all applicable state and local regulations.
- b. Spill Response and Clean-Up: The Contractor shall keep its hauling route, equipment, and work area neat and clean and shall bear all responsibility for the clean-up of any spill or leakage of biosolids, fuel, oil, etc., which occurs during the transportation of biosolids. In the event spillage occurs, the Contractor shall be responsible for immediate clean-up in accordance with regulatory requirements. The Contractor shall be responsible for the immediate notification to the HRRSA Operations Manager should any spill occur. Information provided shall include location of the spill, approximate quantity of spill, all notifications made, problems caused by the spill, and corrective action taken. The clean-up of any biosolids which are dumped or spilled, or discarded in any location other than the site(s) authorized for that purpose, shall be the sole responsibility of the Contractor and conducted by the Contractor, at his/her expense and direction, in accordance with all applicable laws. The Contractor shall provide HRRSA with copies of all reports of such accidents at the same time the reports are forwarded to other interested parties.

10. PERMITS, REPORTS, AND RECORDS

- a. The Contractor shall manage the biosolids hauling of Class A EQ and Class B biosolids and land application of Class B biosolids in compliance with all Federal, State, local and other applicable laws, ordinances, and regulations relating to biosolids as follows:
 1. The Contractor shall obtain and keep current all licenses and permits required in connection with the management of the contract and shall promptly notify HRRSA of any notices it receives regarding governmental requirements affecting the contract.
 2. In the event that the Contractor proposes to use an offsite management or storage site after the Class B biosolids are removed from the North River WWTF, the Contractor shall so indicate in their proposal and provide the location(s) of the offsite management or storage sites, acreage, and available capacity. In no instance shall the Class A EQ biosolids managed under this contract be managed or stored in an off-site location except for transport directly to the approved landfill. Mixing of HRRSA's biosolids with any other jurisdiction or source will not be permitted for land application.
 3. The Contractor shall provide copies of all permit reports required to be submitted by state or local regulatory agencies. Copies of daily and monthly monitoring reports shall be given to HRRSA each month. Copies of analyses completed by the Contractor on the biosolids as required by State and Federal regulations shall also be provided to HRRSA within five (5) days of its submission to the State, Federal or appropriate regulatory agency.
 4. HRRSA shall maintain a load sheet for each day of activity involving dried Class A EQ or dewatered Class B biosolids. The load sheet shall be completed by HRRSA personnel and include the date, time the vehicle is loaded, number of loader dippers placed in the vehicle for each load, name of the hauler, biosolids classification and the weight in tons

for each load. The Contractor shall subsequently provide the weigh tickets from a certified scale for each load of biosolids hauled to the HRRSA Operations Manager. The weigh tickets shall be submitted to the Operation's Manager the next day for the previous day's activities and may be submitted electronically.

5. The Contractor shall complete a load sheet for each day of activity involving liquid Class B biosolids from the storage lagoon. The load sheet will be provided by HRRSA and will include the date, time the vehicle is loaded, name of the company hauling and the flow meter totalizer readings recorded at the beginning (pump on) and the end (pump off) of each load cycle. Copies of the daily load sheets shall be provided to the HRRSA Operations Manager.
6. The Contractor shall maintain records for HRRSA's review, showing compliance with all parameters of applicable permits, regulations and agreements.
7. The Contractor shall inform HRRSA of any formal complaints submitted to any regulatory agency concerning any land application sites used under this contract, and of any legal or legislative actions that may affect the continued availability of land application sites used under this contract.
8. HRRSA reserves the right to inspect and monitor the management and utilization of land application sites and storage facilities used under this contract.

11. INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS

- a. Questions and Inquiries: Procedural questions about this RFP should be directed to Greg Thomasson, P.E., HRRSA Executive Director, at (540) 434-1053 extension 223 or gthomasson@hrrsa.org. Technical questions or requests for site visits, should be directed to Robert Hevener, HRRSA Operations Manager, at (540) 434-1053 extension 222 or rhevener@hrrsa.org. All questions and inquiries must be received in writing no later than 3:00 P.M. local time on Thursday, December 11, 2025.
- b. Contents of Proposals: Proposals shall be stated simply, in a clear and concise manner. Each proposal shall consist of two documents - a Technical Proposal and a Cost Proposal. The two documents shall be identical except that the Technical Proposal shall not contain any cost information.
- c. Proposal Format: The proposal shall be organized with the following format and contain all requested information:

Section	Title
1	Request for Proposals (RFP) Cover Page
2	Executive Summary
3	Experience of Firm
4	Key Personnel
5	Ability to Provide Scope of Services
6	Required HRRSA Documentation
7	Price Quotation Form (Cost Proposal Only)

d. Contents of Sections:

1. RFP Cover Page: Furnish the information requested on the REQUEST FOR PROPOSALS COVER PAGE of this solicitation and include it as the first page of your proposal response. The name on the Title Sheet must be the full legal name of the offeror and the address shall be that of the office which will have the responsibility for the services provided.
2. Executive Summary: Contractor shall indicate which Options (1-4) on which they have chosen to submit proposals. Provide a brief introduction describing the experience, size, and services provided by the offeror along with the following: Name, address and telephone number of the main office and any branch offices which will be involved in any way with the resulting contract; identification of the project team which will be specifically assigned to the project including any subcontractors to be used for hauling, spill cleanup or other persons; and basic overview of the proposed hauling and/or disposal program including experience with applicable environmental permits and process for monitoring subcontractors. If a joint venture or association of firms is proposed, the requested information should be included for each member and a discussion on why the joint venture or association of firms was established.
3. Experience of Firm: Offeror shall have actual operating experience with similar projects and should currently be providing similar services. The following information shall be furnished for at least three (3) facilities which are similar to HRRSA's North River WWTF and which are currently or were previously under contract: Name of Client, Name and telephone number of reference; project description (type of solids treatment/stabilization used, quantity of tons processed/hailed, method of disposal, duration of each contract and permitted acreage and locations).
4. Key Personnel: Provide information for each key member of the project team that will be responsible for this contract. As applicable, include relevant experience, involvement with regulatory agencies, individual responsibilities, project organization chart, and Virginia Biosolids Use Regulation nutrient planner training and certification, as applicable.
5. Ability to Provide Scope of Services: Offeror shall describe in detail their ability to provide the scope of services for which their proposal has been submitted. Information should include currently permitted land base, any proposed new permitted sites and offsite biosolids management and storage sites, if proposed to be used for this contract. Submit information for the permitted sites which are expected to receive HRRSA's biosolids including farm maps, conservation plans, and nutrient management plans. Include off-site storage locations if applicable. This information may be submitted by copying the forms required by regulatory agencies for permit approval. Copies of approved permits, or alternatively a schedule for permit approval shall be submitted.
6. Required HRRSA Documentation: Submit the following forms with your submittal: State Corporation Commission Form, Small and Minority Business Statement and Vendor Identification and Ownership Disclosure Form.
7. Cost Proposal: Complete the Price Quotation Form which is provided in paragraph 14. of the RFP. Pricing is to be provided for each option for which a proposal is being submitted. The Price Quotation Form shall be included with the Cost Proposal only.

e. Proposal Packaging and Submission Procedure

1. Proposals must be received at the North River WWTF (856 North River Road, Mount Crawford, VA 22841) or on eVA BEFORE 10:00 A.M., LOCAL TIME, FRIDAY, DECEMBER 19, 2025.

2. Each mailed or hand delivered proposal shall be submitted in a sealed proposal envelope with the outside of the envelope stating the name of the offeror, its mailing address, its telephone number, and the following identification: "RFP No. HRRSA-2025-01 BIOSOLIDS BENEFICIAL USE AND HAULING FOR NORTH RIVER WWTF".
 3. The sealed proposal envelope shall contain two separate envelopes, one containing the Technical Proposal and the second containing the Cost Proposal, so labelled. The Technical Proposal shall include a complete proposal but shall exclude the Price Quotation Form. The Cost Proposal, contained in a separate and appropriately marked envelope, shall be identical to the Technical Submission but shall include a Price Quotation Form.
 4. One complete, original proposal, so marked, and one complete copy, so marked, are required. In addition, one complete copy of the proposal in electronic .pdf file format should accompany your submission on a USB flash drive.
 5. Proposals may either be mailed to P.O. Box 8, Mount Crawford, Virginia 22841 or hand delivered or shipped to 856 North River Road, Mount Crawford, Virginia 22841 or submitted on eVA. **Proposals may not be emailed.**
 6. Proposals not supplying all required documentation shall be cause for rejection.
 7. Proposals received by HRRSA after the acceptance date will not be considered. Proposals will be publicly accepted and logged in at the time and date received but will not be opened.
- f. Addendum and Supplement to Request: Only written communications relative to this procurement will be considered. No oral communication by either the offeror or any representative of HRRSA shall alter or amend the intention of these specifications or be binding thereupon. Written addenda will be issued for any clarifications and or changes necessitated by appropriately posed questions from potential offerors and or representatives of HRRSA. Written acknowledgement of all addenda on the RFP cover page is necessary for the proposal to be considered complete and responsive.
- g. Withdrawal of Proposals: The offeror shall give written notice in writing of his claim of right to withdraw his proposal within two business days after the conclusion of the proposal opening procedure.
- h. Americans with Disabilities Act: Offerors, prospective bidders, vendors or other interested parties requiring "reasonable accommodation" under the Americans with Disabilities Act for submission of proposals, authorized inspection visits or appropriate data collection on HRRSA property, or any other procurement-related contact with HRRSA staff, must contact the HRRSA Executive Director in a timely manner to arrange such accommodations as appropriate.
- i. Proprietary Information: Proprietary information submitted by an offeror in connection with this procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, offerors must invoke the protections of this section prior to or upon submission of the proprietary data. Offeror must identify the data to be protected and state the reasons why protection is necessary.
- j. Proposal to be part of Contract: The contents of the proposal submitted by the successful offeror and this RFP and any addenda will become part of any contract awarded as a result of this solicitation.

12. PROPOSAL EVALUATION PROCESS

- a. Evaluation Criteria: Proposals shall be reviewed and evaluated for each Option described in the Scope of Services according to the following criteria:

Evaluation Criteria	Value
Ability to Provide Scope of Services and Experience of Firm	60%
Cost Proposal	40%
<u>Total</u>	<u>100%</u>

- b. Proposal Ranking: For each beneficial use/disposal option described in the Scope of Services, the proposals will be ranked based upon the criteria set forth in the RFP. Price will be considered as defined herein but will not be the sole determining factor. Negotiations will be conducted with the highest ranked offeror(s). If an agreement cannot be reached to the satisfaction of HRRSA with the top ranked offeror for each beneficial use/disposal option, then negotiations will be terminated with that offeror and negotiations will then be started with the next highest ranked offeror. This sequence will continue until an agreement can be reached to the satisfaction of HRRSA.
- c. HRRSA reserves the right to award separate contracts for each Option (1-4) described in the Scope of Services.
- d. Should HRRSA determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a single contract may be negotiated and awarded to that offeror for all Options.
- e. HRRSA reserves the right to not award/select any proposal, or to select proposals on one, some or all Options.
- f. Notice of Award: HRRSA will provide notice announcing its decision to award the contract(s) on HRRSA's website, www.hrrsa.org and the eVA website (eva.virginia.gov).

13. TENTATIVE TIMETABLE

- a. Notice of Contract Award is anticipated on January 12, 2026 with a contract start date of February 1, 2026.

14. PRICE QUOTATION FORM

HRRSA-2025-01
Biosolids Beneficial Use and Hauling for North River WWTF

Option 1:	Base cost per wet ton for removal, hauling and land application of DEWATERED Class B Biosolids		
	\$	per wet ton	x 4,000 wet tons
	The total of:	\$	For the first year.
	The total of: (in words)		For the first year.
Option 2:	Base cost per gallon for removal, hauling and land application of LIQUID Class B Biosolids		
	\$	per gallon	x 1,000,000 gallons
	The total of:		For the first year.
	The total of: (in words)		For the first year.
Option 3:	Base cost per wet ton for removal and hauling of DRIED Class A EQ Biosolids to the Rockingham County Landfill.		
	\$	per wet ton	x 1,000 wet tons
	The total of:	\$	For the first year.
	The total of: (in words)		For the first year.
Option 4:	Base cost per wet ton for removal and hauling DEWATERED Class B Biosolids to the Rockingham County Landfill.		
	\$	per wet ton	x 1,000 wet tons
	The total of:	\$	For the first year.
	The total of: (in words)		For the first year.

The above quoted rates for each option (Options 1-4) shall be a firm fixed price for the initial year of the contract. The initial contract term is a minimum of three (3) years. HRRSA reserves the right to authorize up to two (2) additional annual extensions for a total of five (5) years with the only possible price adjustments as described in paragraph 6.e, CONTRACT TERMS.

The Offeror can choose to submit quotation on only one (1) or all options in the above table, with one exception. If the Offeror submits a quotation for Option 3, then they must also submit a bid for Option 4, and vice versa.

Exceptions to Special Provisions, if any, shall be enumerated below:

By:

(Business Name)

(Signature of person authorized to sign)

(Print)

(Title of person authorized to sign)

Please return this completed form with Cost Proposal submission.

15. VENDOR IDENTIFICATION AND OWNERSHIP DISCLOSURE

HRRSA-2025-01 Biosolids Beneficial Use and Hauling for North River WWTF

Company:					
Address:					
Contact Person:					
Telephone:		Fax:		E-Mail:	
Organized under the laws of the State of:					
Principal place of business:					
Following list includes persons having ownership of 3% or more in the company (attach more sheets if necessary):					
<u>Name</u>			<u>Address</u>		

HRRSA requests that any consultant, firm or vendor receiving a contract of award resulting from an RFP issued by HRRSA shall make certification as specified below. Receipt of such certification, shall be a prerequisite to the award of contract and payment thereof.

Section II – Employees Not to Benefit

I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, that no employees of HRRSA or members of his/her immediate family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

Section III – Conflicts of Interest

This solicitation is subject to the provisions of VA Code §2.1-639.2 et. seq, the State and Local Government Conflict of Interests Act. The Vendor [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

Section IV – Collusion

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and can result in fines, prison sentences, and civil damages.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all condition of this RFP and certify that I am authorized to sign for my company.

Signature: _____ **Date:** _____

Name
(Printed): _____ **Title:** _____

Please return this completed form with bid/proposal submission.

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16. SMALL AND MINORITY BUSINESS STATEMENT

HRRSA-2025-01

Biosolids Beneficial Use and Hauling for North River WWTF

The following information is requested for statistical purposes only. It is intended to ensure that its procurement practices are non-discriminatory and promote equality of opportunity for Small and Minority Business Enterprises, whether doing so by choice or by formal procedural regulation.

Definition:

1. Small Business: For the purpose of this document, a small business concern is one which regardless of ownership or control:
 - a. Does not exceed fifty (50) employees.
 - b. Gross annual income does not exceed \$2 million.
 - c. Is independently owned and operated (not subsidiary of another firm).
 - d. Is not dominant in its field of operation.
2. Minority Business: A business entity which is operated and controlled by a minority.
 - a. The terms "operated and controlled" shall mean that the managerial and official staff of this entity shall be comprised of minority persons, sufficient in ratio and gross earnings to demonstrate that the business transactions are, in fact, controlled by minority persons; and that the primary power, direct or indirect, to influence the management of this entity shall rest with minority persons or a corporation, partnership, or sole proprietorship in which minority persons collectively own, operate, control and share in earnings of 51 percent or more of such an enterprise.
 - b. A minority person shall mean Black, Hispanic, Asian or Pacific Islanders, American Indians or Alaskan Natives, and women, regardless of race or ethnicity.

PLEASE CHECK THE FOLLOWING INFORMATION RELEVANT TO YOUR FIRM:

Minority Business Firm: Yes _____; No _____.

Small Business Firm: Yes _____; No _____.

Name of Business: _____

Address: (Office) _____

Telephone/Fax: _____ / _____

Please return this completed form with bid/proposal submission.

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17. STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission ("SCC") registration information

The undersigned Contractor:

☐ is a corporation or other business entity with the following SCC identification number: _____

-OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership or business trust.

-OR-

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location)

-OR-

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE****

☐ Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Signature: _____

Date: _____

Name: _____
(Print)

Title: _____

Name of Firm: _____

Please return this completed form with bid/proposal submission.

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ATTACHMENT A
HRRSA GENERAL TERMS AND CONDITIONS AND INSURANCE REQUIREMENTS

HARRISONBURG-ROCKINGHAM REGIONAL SEWER AUTHORITY
GENERAL TERMS AND CONDITIONS

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth serving Rockingham County. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Harrisonburg-Rockingham Regional Sewer Authority that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Code*.

In every contract over \$10,000 the provisions below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

2. **HRRSA does not discriminate against small and minority businesses or faith based organizations.**

ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to HRRSA all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by HRRSA under said contract.

MANDATORY USE OF FORMS AND TERMS AND CONDITIONS: Failure to submit a proposal on the form provided, (if provided) shall be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, HRRSA reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

REVISIONS TO THE OFFICIAL RFP: No offeror shall modify, revise, edit or make any unauthorized change(s) to the original Official Request for Proposal (RFP). The Official solicitation document and the Addenda are the documents posted on the HRRSA and eVA web sites and/or authorized by HRRSA. Any such violation as stated above may result in rejection of the RFP response. In addition, violations may result in the debarment of the offeror by HRRSA.

CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the person whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by HRRSA.

PAYMENT:

1. To Prime Contractor: Refer to RFP Special Terms and Conditions.
2. To Subcontractors:
 - a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from HRRSA for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify HRRSA and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by

the contractor that remain unpaid seven (7) days following receipt of payment from HRRSA, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee.

- c. Any such contract awarded shall further require the contractor to include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower- tier subcontractor. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of HRRSA.

PRECEDENCE OF TERMS: HRRSA's General Terms and Conditions shall apply in all instances. In the event there is a conflict in this solicitation between HRRSA's General Terms and Conditions and any other Special, Standard or Supplementary Terms and Conditions, including the Special Terms and Conditions of the RFP, the more stringent of the Special, Standard or Supplementary Terms and Conditions shall apply.

QUALIFICATIONS OF OFFERORS: HRRSA may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to HRRSA all such information and data for this purpose as may be requested. HRRSA reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. HRRSA further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy HRRSA that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

TESTING AND INSPECTION: HRRSA reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of HRRSA.

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The HRRSA Executive Director may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give HRRSA a credit for any savings.

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, HRRSA, after due oral or written notice, may procure them from other sources and hold the

contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which HRRSA may have.

CANCELLATION OF THE CONTRACT: HRRSA may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.

TAXES: Sales to HRRSA are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.

INSURANCE: The Contractor shall obtain insurance coverage per the attached document, Harrisonburg-Rockingham Regional Sewer Authority Insurance Requirements. Workers' compensation coverage shall be required pursuant to the provisions of §2.2-4332 and §65.2-800 et seq. of the *Code of Virginia* and shall provide to the Harrisonburg-Rockingham Regional Sewer Authority, a certificate of insurance showing evidence of such coverage prior to the award of the contract. If any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §2.2-4332 and §65.2-800 et seq. of the *Code of Virginia*. The Contractor and any subcontractors shall maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

SELECTION PROCESS/AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, HRRSA will notify all responsive offerors.

PROPOSAL ACCEPTANCE PERIOD: A proposal may not be withdrawn after the time and date proposals must be received and for ninety (90) days thereafter; except that a proposal may be withdrawn due to error as otherwise provided per §2.2-4330 of *Virginia Code*.

EXCUSABLE DELAY: HRRSA shall not be in default of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault of or negligence of HRRSA. Such causes may include, but are not restricted to acts of God or the public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of HRRSA.

DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

SAFETY and OSHA STANDARDS: All parties performing services for HRRSA shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.

PERMITS AND FEES: All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by HRRSA or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of VA.

COOPERATIVE PROCUREMENT: This procurement is being conducted on behalf of other public bodies, in accordance with §2.2-4304 (A) of the *Code of Virginia*. The successful offeror has the option to provide these same services, **except architectural and engineering services**, at the same prices, awarded as a result of this solicitation to any public body within the Commonwealth of Virginia. If any other Public body decides to use the final contract, the contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Failure to extend a contract to any public body will have no effect on consideration of your proposal.

LIABILITY AND LITIGATION: Notwithstanding any provision to the contrary, HRRSA shall not indemnify or hold harmless any Contractor or other third party. HRRSA does not waive any right or release any party from liability, whether on its own behalf or on behalf of any boards, employees or agents. HRRSA does not waive the right to trial by jury for any cause of action arising from the Contract and shall not be required to submit any Contract claim to binding arbitration or mediation. HRRSA shall not be liable to Contractor for any special, punitive or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit or lost wages, even if such special damages are reasonably foreseeable.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of VA 2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Link to the SCC site is <http://www.scc.virginia.gov>.

END OF SECTION

HARRISONBURG-ROCKINGHAM REGIONAL SEWER AUTHORITY

INSURANCE REQUIREMENTS

The Contractor shall provide and maintain the following minimum limits of insurance coverage during the period of performance required under this Contract.

- 1) Comprehensive General Liability
 - a. \$1,000,000 Bodily Injury and Property Damage per occurrence and aggregate
 - b. Comprehensive General Form
 - c. Independent Contractors Coverage
 - d. Products/Completed Operations (to be provided for a minimum of 36 months after completion of the work)
 - e. Broad Form Contractual Liability
 - f. Personal Injury Liability
- 2) Comprehensive Automobile Liability
 - a. \$1,000,000 Combined Single Limits
 - b. Statutory Uninsured Motorist Coverage
 - c. Hired and Non-owned Coverage
 - d. Motor Carrier Act Endorsement
- 3) Workers Compensation and Employer's Liability
 - a. Statutory Coverage for Virginia
 - b. \$1,000,000 Employer's Liability
 - c. Broad Form All States Endorsement
 - d. Compliance with all Federal Statutes, including U.S. Longshoreman and Harbor Worker's Act, the Jones Act, and Federal Employees Act.
- 4) Umbrella Liability
 - a. Additional \$1,000,000 liability coverage over the primary limits for Comprehensive General Liability, Comprehensive Automobile Liability and the Employer's Liability

Prior to commencing work under the Contract, the successful Contractor shall furnish HRRSA with a Certificate of Insurance naming HRRSA as an additional insured. A sixty (60) day notice of cancellation, non-renewal, or change in the insurance coverage must be provided.

ATTACHMENT B
ANALYTICAL DATA: CLASS A EQ BIOSOLIDS

Harrisonburg-Rockingham Regional Sewer Authority North River WWTF													
Class A Dried Biosolids Test Data													
Parameter	January 2025	February 2025	March 2025	April 2025	May 2025	June 2025	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	Averages
Alkalinity, %, CCE	21.6	22.5	20.8	14.4	12.9	6.5	6.5	19.7	14.3	14.8			15.4
Alkalinity (as CaCO3)	14,200	8,390	8,970	9,700	8,080	16,200	104	6,110	7,090	4,390			8,323
Aluminum													
Arsenic	1.88	2.90	1.88	2.52	2.31	2.16	0.84	3.20	2.15	2.95			2.28
Boron	7.6												7.6
Cadmium	1.05	1.440	1.87	1.71	1.77	1.11	0.13	2.25	1.79	2.11			1.52
Calcium	23,400												23,400
Chloride	1460												
Chlorom. Hydc.													
Chromium													
Copper	293	309	279	273	291	248	51.1	259	290	302			#DIV/0!
Lead	6.01	7.16	7.46	6.24	7.44	8.06	1.8	8.87	7.12	7.28			260
Magnesium													6.74
Manganese	250												#DIV/0!
Mercury	0.19	0.20	0.181	0.197	0.197	0.188	0.200	0.186	0.181	0.205			250
Molybdenum	10.6	11.2	10.7	10.7	11.9	9.4	1.8	9.5	10.3	11.0			0.192
Nickel	21.0	21.3	21.3	22.9	23.6	21.0	4.1	21.1	20.7	21.4			9.71
Nitrogen-Ammonia	2,710	7,790	7,940	6,850	7,460	3,630	5,650	5,900	6,240	6,980			19.8
Nitrogen+Nitrate-N	5.26	5.25	5.26	5.18	5.30	5.21	5.24	5.25	5.30	5.33			6,115
Nitrogen-Organic	62,820	59,070	59,350	60,120	59,600	57,380	54,380	55,510	59,750	59,930			5.3
Nitrogen-TKN	65,500	66,900	67,300	67,000	67,100	61,000	60,000	61,400	66,000	66,900			58,791
Volatle Solids, %	75.3	75.1	75.0	75.7	75.0	70.2	70.5	69.6	73.5	75.0			64,910
pH, std. units	6.3	6.6	6.2	6.4	6.4	6.5	6.5	5.9	6.7	6.8			73.5
Phosphorus	33,300	33,000	31,900	34,000	36,200	33,600	6,590	34,300	32,700	37,000			6.4
Potassium	2,550	2,680	2,720	3,290	3,070	2,530	512	2,610	2,550	3,080			31,259
Selenium	3.99	4.23	5.07	3.10	5.47	5.21	1.13	3.96	5.08	5.37			2,559
Silver													4.26
Sulfur													
Total Solids, %	95.1	95.3	95.1	96.4	94.4	95.9	95.4	95.3	94.4	93.9			95.1
Zinc	566	578	556	681	666	562	128	609	624	625			560
Type:	Dried	Dried	Dried	Dried	Dried	Dried	Dried	Dried	Dried	Dried	Dried	Dried	
Date Sampled:	1/29/2025	2/19/2025	3/12/2025	4/16/2025	5/14/2025	6/18/2025	7/9/2025	8/27/2025	9/17/2025	10/15/2025			
	2/19/2025	3/11/2025	4/7/2025	5/7/2025	6/3/2025	7/9/2025	8/4/2025	9/17/2025	10/7/2025	11/3/2025			
	<0.186	<0.196	<0.181	<0.197	<0.197	<0.188	<104	<0.186	<0.181	<0.205			
	<5.26	<5.25	<5.26	<5.18	<5.30	<5.21	<0.200	<5.25	<5.30	<5.33			

ATTACHMENT C
ANALYTICAL DATA: DEWATERED CLASS B BIOSOLIDS

Harrisonburg-Rockingham Regional Sewer Authority North River WWTF													
Class B Dewatered Biosolids Test Data													
Parameter	January 2025	February 2025	March 2025	April 2025	May 2025	June 2025	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	Averages
Alkalinity, %, COE	20.9	66.6	20.8	14.4	13.9	3.7	2.2	4.3	11.7	24.6			18.3
Alkalinity (as CaCO3)	89,900	88,900	101,000	101,000	84,900	71,100	1,390	61,800	48,500	46,100			69,459
Aluminum													
Arsenic	3.58	5.43	4.47	3.40	3.74	3.14	4.84	3.86	3.27	3.68			3.94
Boron	70.4	59.5	58.2	47.3	40.5	36.5	34.7	30.4	34.7	36.0			44.8
Cadmium	0.799	0.778	0.888	0.899	1.030	0.673	0.753	0.763	0.629	0.881			0.81
Calcium	27,900	27,700	29,700	25,300	26,100	25,200	29,900	26,500	25,600	26,500			27,040
Chloride													
Chloro. Hyd.													
Chromium	60.9	56.7	50.4	52.6	52.4	48.3	54.5	51.5	50.5	54.3			53.2
Copper	353	343	334	296	311	271	304	297	314	326			315
Lead	7.69	9.88	8.75	6.67	8.55	8.68	9.49	10.5	7.61	8.04			8.59
Magnesium	4,920	4,980	5,720	5,200	7,370	6,130	6,300	5,390	4,530	4,810			5,535
Manganese	353	299	212	206	252	320	423	409	337	332			314
Mercury	1.12	1.14	1.20	1.03	1.20	1.04	1.18	0.988	1.13	1.10			1.113
Molybdenum	12.3	11.0	13.7	11.2	11.3	11.1	11.1	10.5	10.0	9.76			11.20
Nickel	25.3	23.5	25.3	21.7	24.1	22.7	24.8	22.8	22.6	21.8			23.5
Nitrogen-Ammonia	10,900	24,300	23,900	26,900	23,500	19,600	19,300	15,000	18,900	13,900			19,620
Nitrogen+Nitrate-N	29.6	30.9	32.9	31.4	32.9	31.4	31.6	47.3	31.4	29.8			32.9
Nitrogen-Organic	60,060	52,220	66,840	54,840	55,460	52,770	57,280	54,970	59,060	50,360			56,386
Nitrogen-TKN	71,000	76,500	90,800	81,800	78,900	72,300	76,600	69,900	78,000	64,300			76,010
Volatile Solids, %	74.2	73.6	75.3	74.9	74.6	70.2	65.9	67.7	72.5	72.6			72.2
pH, std. units	8.0	8.2	8.2	8.1	8.1	7.6	8.3	8.3	7.8	8.0			8.1
Phosphorus	37,300	37,200	40,100	34,600	40,500	36,500	38,900	35,000	33,900	37,000			37,100
Potassium	2,630	2,830	3,120	3,230	3,260	2,820	2,800	2,280	2,660	2,550			2,818
Selenium	4.95	5.35	6.44	5.97	6.33	5.91	7.34	4.77	4.67	6.61			5.83
Silver													
Sulfur													
Total Solids, %	16.9	16.2	15.2	15.9	15.2	15.9	15.8	17.3	15.9	16.8			16.1
Zinc	728	667	684	603	743	648	766	671	698	696			690
Type:	Dewatered	Dewatered	Dewatered	Dewatered	Dewatered	Dewatered	Dewatered	Dewatered	Dewatered	Dewatered	Dewatered	Dewatered	
Date Sampled:	1/29/2025	2/19/2025	3/12/2025	4/16/2025	5/14/2025	6/18/2025	7/9/2025	8/27/2025	9/17/2025	10/15/2025			
	2/19/2025	3/11/2025	4/3/2025	5/8/2025	6/2/2025	7/7/2025	8/4/2025	9/15/2025	10/7/2025	11/3/2025			
	<1.12	<1.14	<1.20	<1.03	<1.20	<3.14	<1.18	<0.988	<0.629	<1.10			
	<29.6	<30.9	<32.9	<31.4	<32.9	<1.04	<31.6	<31.4	<1.13	<29.8			

ATTACHMENT D
ANALYTICAL DATA: LIQUID CLASS B BIOSOLIDS

HARRISONBURG-ROCKINGHAM REGIONAL SEWER AUTHORITY
North River WWTF

Class B Liquid Biosolids Test Data

Parameter	September
	2020
Alkalinity, %, CCE	5.3
Aluminum	
Arsenic	<7.46
Boron	40.9
Cadmium	<1.49
Calcium	41,200
Chloride	
Chlom. Hydc.	
Chromium	66.4
Copper	424
Lead	25.4
Magnesium	18,500
Manganese	418
Mercury	0.716
Molybdenum	11.7
Nickel	30.1
Nitrogen-Ammonia	17,800
Nitrate+Nitrite-N	<71.6
Nitrogen-Organic	40,100
Nitrogen-TKN	57,900
Volatile Solids, %	54.5
pH, std. units	8.0
Phosphorus	67,200
Potassium	4,390
Selenium	<7.46
Silver	
Sulfur	
Total Solids, %	6.72
Zinc	863
Type:	Liquid
Date Sampled:	9/23/2020
Date Reported:	10/2/2020

ATTACHMENT E
NOTICE AND NECESSARY INFORMATION (NANI)

NOTICE AND NECESSARY INFORMATION

Biosolids notification requirements to comply with 9VAC25-31-530.F – G or 9VAC25-32-313.G – H.

Part I – To be completed by PREPARERS of biosolids and provided to the person who applies or receives those biosolids

Harrisonburg-Rockingham Regional Sewer Authority

Facility Name: North River WWTF Permit Number: VA0060640

A. Metals Limitations

Sample Date(s): 09/17/25 and 10/15/25 Number of Samples: 2

Parameters	Concentrations		PC/CPLR Limitations	Ceiling Limitations ⁽²⁾
	Monthly Average (mg/kg) ⁽¹⁾	Maximum (mg/kg) ⁽¹⁾	Monthly Average (mg/kg) ⁽¹⁾	Maximum (mg/kg) ⁽¹⁾
Total Arsenic	3.5	3.7	41	75
Total Cadmium	0.8	0.9	39	85
Total Copper	320	326	1,500	4,300
Total Lead	8	8	300	840
Total Mercury	1.1	1.1	17	57
Total Molybdenum	10	10	NL ⁽³⁾	75
Total Nickel	22	23	420	420
Total Selenium	5.6	6.6	100	100
Total Zinc	697	698	2,800	7,500

(1) Values to be reported on a dry weight basis.

(2) Sludge may not be land applied if any pollutant exceeds these values.

(3) The monthly average concentration for molybdenum is currently under study by USEPA. Research suggests that a monthly average molybdenum concentration below 40 mg/kg may be appropriate to reduce the risk of copper deficiency in grazing animals.

B. Class B Pathogen Reduction

Class B biosolids pathogen reduction requirements were achieved in accordance with 9VAC25-31-710.B or 9VAC25-32-675.B by:

☐ Alternative 1: Fecal coliform testing -geometric mean of 7 samples

☒ Alternative 2: Process to Significantly Reduce Pathogens (PSRP) - if selected, indicate process below:

☐ Option 1 - Aerobic digestion

☐ Option 2 - Air drying beds

☒ Option 3 - Anaerobic digestion

☐ Option 4 - Composting

☐ Option 5 - Lime Stabilization

☐ Other: _____

NOTICE AND NECESSARY INFORMATION

C. Vector Attraction Reduction (VAR)

☒ VAR requirements for Class B biosolids were achieved in accordance with 9VAC25-31-720.B.1 – 8 or 9VAC25-32-685.B.1 – 8 by:

- ☒ Option 1: $\geq 38\%$ volatile solids reduction
- ☐ Option 2: Anaerobic 40 day bench test
- ☐ Option 3: Aerobic 30 day bench test
- ☐ Option 4: Specific Oxygen Uptake Rate (SOUR) test
- ☐ Option 5: Aerobic process, 14 days @ 40°C (45°C)
- ☐ Option 6: Alkaline stabilization
- ☐ Option 7: Dry to $\geq 75\%$ T.S. w/no unstabilized 1° sludges
- ☐ Option 8: Dry to $\geq 90\%$ T.S.

OR

☐ VAR requirements for Class B biosolids were **not** achieved in accordance with 9VAC25-31-720.B.1 – 8 or 9VAC25-32-685.B.1 – 8; therefore, Option 9 (Injection) or Option 10 (Incorporation) is required at the land application site.

D. Nutrient Concentrations

Sample Date(s): 09/17/25 and 10/15/25 Number of Samples: 2

Parameters	Concentrations	
	Monthly Average (mg/kg) ⁽¹⁾	Maximum (mg/kg) ⁽¹⁾
Total Nitrogen as N	71,150	78,000
Total Phosphorus as P	35,450	37,000

*Values to be reported on a dry weight basis.

E. Certification

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name and official title Gregory A. Thomasson, Executive Director

Signature  Date Signed 11/3/25

Telephone number (540) 434-1053

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ATTACHMENT F
ROCKINGHAM COUNTY LANDFILL WASTE ACCEPTANCE LETTER



COUNTY of ROCKINGHAM

Department of Public Works

Ms. Sharon G. Foley, P.E.
Executive Director
Harrisonburg-Rockingham Regional Sewer Authority
Post Office Box 8
856 North River Road
Mt. Crawford, Virginia 22841

July 15, 2011

Re: Sludge Disposal at Rockingham County Landfill

Dear Ms. Foley,

Rockingham County is in receipt of the most recent Dewatered Bio-solids Analyses report and Toxicity Characteristic Leaching Procedure (TCLP) test results for the waste sludge that is generated at the HRRSA facility. Based on a review of these reports, the Rockingham County Landfill, Permit #62, will facilitate the disposal of municipal sludge from your facility in accordance with the provisions of our operating permit.

Sincerely,

Warren G. Heidt
Director Public Works

Cc: Mr. Joseph S. Paxton
Mr. Stephen G. King
Mr. Mark Hensley
Mr. Darren Hedrick

20 E. Gay Street • P.O. Box 1252 • Harrisonburg, VA 22803-1252
(540) 564-3020 • FAX (540) 564-3048

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ATTACHMENT G
CONTRACT



HARRISONBURG-ROCKINGHAM REGIONAL SEWER AUTHORITY
P.O. BOX 8
Mt. Crawford, Virginia 22841
(540) 434-1053

Contract for Services

THIS CONTRACT made this <insert> day of <INSERT> between HARRISONBURG-ROCKINGHAM REGIONAL SEWER AUTHORITY, Rockingham County, Virginia, herein referred to as AUTHORITY, and <INSERT>, herein referred to as <INSERT>.

RECITALS

- A. The AUTHORITY operates a regional wastewater treatment facility and desires services for the removal, hauling and land application or disposal of <dried Class A EQ>,<dewatered Class B> and/or liquid Class B biosolids> from its North River Wastewater Treatment Facility located at 856 North River Road, Mt. Crawford, Virginia.
- B. <INSERT> agrees to perform these services for the AUTHORITY under the terms and conditions set forth in the following:
1. RFP No. HRRSA-2025-01
 2. <list>

Said documents are made as fully a part hereof as if hereto attached and shall herein after be referred to as the "Contract Documents". In the case of any discrepancies among any parts of the Contract Documents, the most stringent (costly) shall apply.

In consideration of the mutual promises set forth herein, it is agreed between the AUTHORITY AND
<INSERT>:

**SECTION 1
DESCRIPTION OF WORK**

The work to be performed by <INSERT> includes all services generally performed by <INSERT> in the
<removal, hauling and land application or disposal of biosolids> from the AUTHORITY's North River
Wastewater Treatment Facility (WWTF). <INSERT> shall furnish, at its own expense, all labor,
materials, equipment, and other items necessary to fully perform <Option x of the Scope of Services>
as described in the Contract Documents.

**SECTION 2
RIGHT OF INSPECTION**

In the performance of the work under this Contract, <INSERT> shall be an independent contractor with
the authority to control and direct the performance of the work. However, the work shall be subject to
the AUTHORITY'S general right of inspection for which purpose the AUTHORITY shall designate a
representative who shall be permitted to observe tests and otherwise inspect the work. The
AUTHORITY'S representative shall be empowered to act for the AUTHORITY in all matters relating to
<INSERT> performance of the work undertaken in this Contract.

**SECTION 3
APPROVAL OF PERFORMANCE**

This Contract shall be performed by <INSERT> in a manner reasonably acceptable to the AUTHORITY'S
representative. <INSERT> shall be provided with written notice of any faults, defects, or
nonconformance relating to its performance within five (5) business days of such findings by the
AUTHORITY. Upon notice to <INSERT>, it shall make necessary corrections of deficiencies in its
performance under this Contract without additional costs to the AUTHORITY.

**SECTION 4
COMPENSATION**

The AUTHORITY shall pay the following rates for a period of one year from the effective date of this

Contract: (words than figures)

Option 1

\$

per wet ton of dewatered Class B biosolids for removal,
hauling and land application

Option 2

\$

per gallon of liquid Class B biosolids for removal,
hauling and land application

Option 3

\$

per wet ton of dried Class A biosolids for removal and
hauling to the Rockingham County Landfill

Option 4

\$

per wet ton for removal and hauling of dewatered Class
B biosolids to the Rockingham County Landfill

HRRSA-2025-01

3

On the anniversary date of the second and third year of the Contract and each optional annual renewal period, the above listed base unit cost(s) shall be automatically increased or decreased by a price adjustment factor based on the increase or decrease in the Consumer Price Index (CPI), All-Urban Consumers, All Items, Not Seasonally Adjusted (CUUR0000SA0), as published by the United States Department of Labor, Bureau of Labor Statistics. The calculation of the price adjustment factor and adjusted unit cost(s) will be determined in accordance with paragraph 5.e of RFP No. HRRSA-2025-01.

SECTION 5 MANNER OF PAYMENT

<INSERT> shall bill the AUTHORITY monthly by an invoice indicating the quantity of biosolids removed from the North River WWTF each month. <INSERT> shall provide the invoice by the 7th of the month following the month the biosolids were removed and the AUTHORITY shall pay to <INSERT> the invoiced amount by the 26th of the month.

SECTION 6 PERMITS

<INSERT> shall secure and maintain all permits necessary for the initiation and completion of this Contract.

SECTION 7 DURATION

The Contract shall be for an initial term of three (3) calendar years. THE AUTHORITY shall have the authority to extend the Contract by up to two (2) additional annual renewal periods. THE AUTHORITY may cancel this contract without cause upon thirty (30) days written notice. If the AUTHORITY cancels this contract without cause before the end of the term, it shall pay to <INSERT> all monies owed for services provided through the date of the termination of <INSERT> services.

SECTION 8 INSURANCE

<INSERT> shall maintain insurance in accordance with the insurance requirements set forth in the Contract Documents to fully protect both <INSERT> and the AUTHORITY from any claims of any nature for the damage or injury to employees, property or for personal injury (including death), to the extent that any such claims arise from operations carried on under this Contract either by <INSERT> or by anyone directly or indirectly engaged or employed by <INSERT>.

SECTION 9 SAFETY

The AUTHORITY shall provide safety guidelines and procedures in effect at its North River WWTF to <INSERT> prior to the effective date of this Contract. <INSERT> shall take all precautions necessary and shall be responsible for the safety of the work under this Contract.

SECTION 10 INDEMNIFICATION

Notwithstanding any provisions to the contrary, the AUTHORITY shall not indemnify or hold harmless any Contractor or any third party. The AUTHORITY does not waive any right or release any party from liability, whether on its own behalf or on behalf of any boards, employees or agents. The AUTHORITY does not waive the right to trial by jury for any cause of action arising from the Contract and shall not be required to submit any Contract claim to binding arbitration or mediation. The AUTHORITY shall not be liable to Contractor for any special, punitive or exemplary damages arising from the performance of the Contract, including , but not limited to, incidental damages and lost profits or lost wages, even if such special damages are reasonably foreseeable.

**SECTION 11
NONDISCRIMINATION**

During the performance of this Contract, <INSERT> agrees as follows:

- A. It will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by law, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of <INSERT>. <INSERT> agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. <INSERT> in all solicitations or advertisements for employees placed by or on its behalf, will state that it is an equal opportunity employer.
- C. Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. <INSERT> will include the provisions of the foregoing paragraphs A, B and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**SECTION 12
MISCELLANEOUS**

This Contract shall not be assignable without the written consent of both parties. There shall be no modification of this Contract, except in writing, executed with the same formalities as this instrument.

No claim may be made for breach of this Contract unless notice of the breach and demand for performance is made to the other in writing. This Contract shall apply to and bind the parties, heirs, legal representatives, successors, and permitted assigns of the parties. This Contract shall be governed

by the laws of the Commonwealth of Virginia, both as to interpretation and performance. The recitals are made a part of this Contract. This Contract contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding.

IN WITNESS WHEREOF, the parties have executed this Contract the day and year first above written.

HARRISONBURG-ROCKINGHAM REGIONAL SEWER AUTHORITY

By: _____
Executive Director

Harrisonburg-Rockingham Regional Sewer Authority has caused this instrument to be subscribed by its Executive Director, Gregory A. Thomasson, P.E., and attested by its Operations Manager, Robert Hevener, on the ____ day of January, 2026.

ATTEST:

HARRISONBURG-ROCKINGHAM
REGIONAL SEWER AUTHORITY

<INSERT>

By: _____
President

<INSERT>. has caused this instrument to be subscribed by its President, _____,
and attested by its _____,
on the ____ day of January, 2026.

ATTEST:

<INSERT>

HRRSA-2025-01

7

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HRRSA-2025-01

8

ATTACHMENT 1
(Attach Insurance Certificate)

HRRSA-2025-01

9

ATTACHMENT H

ACTUAL BIOSOLIDS HAULED

HRRSA Biosolids Hauled

	Class B Land Applied (Wet Tons)	Class B Liquid (gallons)	Class A Hauled to Landfilled (Wet Tons)
CY 2021	2,701	0	2,875
CY 2022	3,092	0	1,476
CY 2023	7,118	0	1,367
CY 2024	3,546	0	1,692
CY 2025	5,043	0	1,031

* Approximately 400,000 gallons of Class B liquid hauled in 2020.