



RFP NO. SW-23-013

Phase 1 Leachate Treatment System

Rental Air Stripper with Vapor-Phase Volatile Organic Compound (VOC) Reduction or Other Effective Liquid-Phase VOC Treatment System

Revised January 27, 2023

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Request for Proposals

Phase I Leachate Treatment System

Rental of One (1) Air Stripper with Vapor-Phase Volatile Organic Compound (VOC) Reduction or Other Effective Liquid-Phase VOC Treatment System

PURPOSE:

The City of Bristol, Virginia is accepting proposals for a leachate treatment system consisting of a rental self-cleaning filtration system, air stripper with VOC vapor treatment in the form of granular activated carbon or other effective liquid-phase VOC treatment system in accordance with the requirements set forth in the Request for Proposals. The original proposal and five (5) copies must be received by the issuing office by no later than **February 17, 2023 at 2:00 p.m.** eastern time. Offerors shall provide one (1) additional copy with all information considered proprietary redacted and suitable for public inspection in accordance with Section 2.2-4342 of the Code of Virginia.

Proposals must be sealed, addressed, and clearly labeled as follows:

City of Bristol, Virginia
Emily Compton, Procurement Specialist
300 Lee Street
Bristol, Virginia 24201
Proposal for Leachate Treatment System
February 17, 2023

Questions regarding requirements set forth in the Request for Proposals must be submitted in writing to Emily Compton at Emily.Compton@bristolva.org no later than one (1) week prior to the due date.

PROJECT SCOPE:

The leachate treatment system is to be installed and operated at the Bristol Integrated Solid Waste Management Facility located at 2655 Valley Drive in Bristol, Virginia. This Facility consists of multiple landfills including two closed landfills (designated as Permit No. 498 Landfill and Permit No. 221 Landfill) and one recently active quarry landfill (designated Permit No. 588 Landfill). Landfill leachate and other landfill liquids from the Permit No. 588 Landfill and Permit No. 498 Landfill are collected and piped to discharge to the local publicly owned treatment works (Bristol Virginia Utility Authority (BVUA or BVU)). The attached figure (**Attachment 1**) depicts the location of each landfill, the existing leachate storage tank (which is shown on the figure but is not used due to its condition), the approximate location of leachate piping prior to offsite discharge to the local publicly owned treatment works (POTW), and sample locations corresponding to the sample result tables discussed below.

At this time, we are seeking a leachate treatment system consisting of skid-mounted pre-plumbed and pre-wired rental units including: duplex influent pumps, self-cleaning filtration system, air stripper or other effective VOC reduction system, duplex effluent pumps, and rental VOC vapor treatment in the form of two series oriented granular activated carbon (GAC) vessels filled with GAC. Additional information that will dictate the size and scale and treatment requirements is provided below:

1. The local regulatory agency limit for the targeted constituents in leachate discharged from the site (benzene and ethylbenzene) are **0.070 milligrams per liter (mg/L)** for benzene (instantaneous measurement) and **0.30 pounds per day (ppd)** for ethylbenzene (average daily loading measurement). As such, the treatment system must provide appropriate treatment to reduce concentrations below these thresholds. These concentrations will be measured at the BVU Discharge Sample Location identified in **Attachment 1** using Analytical Method EPA 8260D and flow measurements provided by the City of Bristol and/or BVU in order to demonstrate that the treatment system achieves the desired reduction of these constituents in wastewater.
2. The influent duplex pumping system shall pump untreated leachate from the equalization storage tanks and be controlled based on level control provided with the rental unit, to be installed in the equalization storage tanks. The effluent pumping system shall pump the treated leachate from the effluent storage tanks to the effluent manhole. The influent and effluent pumping system shall have flow capacity consistent with the air stripper or other effective VOC reduction treatment system.
3. The self-cleaning filtration system shall require minimal maintenance and reduce suspended solids using a 10-micron self-cleaning filter or equivalent filtration method. This filtration system must be placed upstream of the air stripper or other effective VOC reduction system and back wash from the self-cleaning filtration system shall be directed to an additional 1,500-gallon back wash storage tank.
4. Based on two composite samples, the current concentrations of constituents in leachate are provided in **Attachment 2**.
5. Additional concentration information is provided in **Attachment 3**, from historical analytical results for untreated landfill liquids discharged to the local POTW. The assumed raw leachate concentrations are based on the available limited analytical data and are summarized as follows:

Leachate Constituents	Minimum (mg/L)	Maximum (mg/L)	Assumed Average (mg/L)	BVUA Permit Limit (mg/L)
Acetone	0.62	3.3	1.33	N/A
Benzene	0.16	2.15	1.1	0.070
Chlorobenzene	<0.002	0.011	0.006	2.35
Ethylbenzene	0.03	0.28	0.12	1.59
Toluene	0.01	0.13	0.10	1.35
Xylenes	0.027	0.32	0.12	N/A
Arsenic	0.16	0.44	0.22	0.5
Chromium	0.02	0.16	0.1	16.8
Selenium	<0.005	0.011	0.008	1.15
Ammonia	103	667	365	N/A
Phenols	<0.04	3.14	1.02	7.5
Biochemical Oxygen Demand (BOD)	177	2,860	1,512	N/A
Chemical Oxygen Demand (COD)	1,570	5,640	3,476	N/A
Chloride	1,240	1,700	1,523	N/A
Calcium	80	150	107	N/A
Magnesium	58	86	68	N/A
Total Dissolved Solids	3,710	8,100	5,790	N/A
Total Suspended Solids	14	80	51	N/A
Oil and Grease	4	25	11.8	N/A

6. The proposed leachate equalization capacity will consist of four (4) 22,000-gallon rented transportable storage tanks and effluent storage capacity will consist of two (2) 22,000-gallon rented storage tanks (all six of these storage tanks to be provided by others) that will be located adjacent to the proposed treatment system footprint.
7. The current leachate flow rate varies with the equalized flow rates assumed to extend up to 500 gallons per minute (GPM) at the BVU Discharge Sample Location.
 - a. The maximum, minimum, and average leachate flows from different City of Bristol leachate pump station locations are provided below, with graphs of the BVU flow meter output provided as **Attachment 4** (Note: The accuracy of the various sources of flow information is not known, so we are using the City of Bristol flow rate information, as tabulated below):

Source of Flow	Min Flow Rate (GPD)	Max Flow Rate (GPD)	Average Flow Rate (GPD)
LFG Wells	3,085	129,230	35,742
588 Gradient Ctrl	3,090	1,080,000	147,874
588 Leachate	4,800	888,000	210,227
498 (Pump 30)	1,200	158,400	30,770
498 (Pump 40)	26,400	135,600	57,840
TOTALS	38,575 (27 GPM)	2,391,230 (1,660 GPM)	482,453 (335 GPM)

8. Please note that the Bristol Integrated Solid Waste Management Facility is located in a climatic region that will experience winter temperatures below 32°F. Please provide additional information for your proposed system related to cold-weather operation including the need for a building, heat-tracing, etc.
9. Bidders can assume that there is sufficient land space at the facility to place the treatment system equipment and that the site geotechnical, civil, utilities, concrete, and piping work (for everything except the treatment system equipment, which is required to be skid-mounted and pre-piped and pre-wired for all treatment equipment including blower air supply, leachate feed/discharge, vapor discharge, and recirculation) will be completed by others.
10. The treatment system shall be provided with the type and quality of equipment and controls that are considered to be a high-quality standard for this type of system and this will be thoroughly evaluated by the City of Bristol and the engineer. If the type of equipment and/or quality standard of the equipment and controls is evaluated to be insufficient, based solely upon the City of Bristol's and engineer's evaluation, the proposal will be determined to be insufficient.
11. The leachate has the tendency to cause foam when agitated and/or aerated. As an option to the base bid, the proposal should include the type of equipment that will handle the foam generated by the treatment system process. Bench-scale and/or pilot-scale testing of the leachate is encouraged, at no cost to the City of Bristol, to evaluate the quantity of leachate foaming and/or the effectiveness of the overall treatment system to reduce VOCs. Equipment suppliers can obtain samples or conduct on-site testing by requesting, in writing, when they can conduct the work and have proper insurance. If bench-scale and/or pilot-scale testing is not conducted then the proposal should clearly state what assumptions are being made regarding how the equipment supplier plans to address the generation of foam from the proposed treatment system and reduce the VOCs using their equipment.

12. As part of the proposal, as well as during contract negotiation, the type and quantity of engineering documentation (e.g., P&IDs, electrical, equipment layout, etc.), to be submitted for City of Bristol and engineering review, will be specified by the equipment supplier.

The City will evaluate proposals based on the above being met, as well as criteria stated in this RFP.

TERM OF RENTAL:

An initial rental period is not to exceed 12 months, with annual extension(s) provided as an option and is to commence with the delivery and the City of Bristol Virginia's acceptance of the leachate treatment system. Delivery is expected to occur less than four months from the order date of the capital items. The City of Bristol Virginia reserves the right to negotiate financing with the successful entity on future capital items for a three (3) year period beginning with the date of this award.

COMPETITIVE NEGOTIATION:

The City of Bristol Virginia reserves the right to negotiate pursuant to the Virginia Public Procurement Act, Section 2.2-4302.2.3 – For goods, nonprofessional services, and insurance, selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each offeror so selected, the public body shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should the public body 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 others under consideration, a contract may be negotiated and awarded to that offeror.

INSTRUCTIONS FOR PREPARING PROPOSALS:

Written proposals should address the following:

1. Treatment system description.
2. Statement indicating treatment system can achieve reduction of target constituents below desired and regulatory thresholds.
3. Specification documents for each piece of equipment included in the treatment system.
4. Rental terms and associated costs for start-up and operating.
5. Availability of rentable equipment and lead times.
6. Mobilization and start-up lead time.
7. Institution's acceptable means of payment.
8. Financing costs defined for the origination and complete financing term.
9. Provide a sample lease, including any terms and conditions.
10. Provide information about lease to own options or credits towards purchase that may be earned by lessee.

EVALUATION CRITERIA:

The evaluation criteria and associated weighted scoring values are provided below:

1. Achieving treatment of target constituents below desired and regulatory thresholds using high quality equipment and controls. (40 percent value)
2. Lead time to mobilize and begin operation. (25 percent value)
3. Rental Terms (including lease to own options) and cost. (25 percent value)
4. Ability to accept the City of Bristol Virginia's preferred form of payment. (10 percent value)

EMPLOYMENT DISCRIMINATION, DRUG-FREE WORKPLACE, IMMIGRATION LAWS:

The City of Bristol, VA in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

By accepting an award to provide the requested services, the financing entity must acknowledge, in writing, compliance with the following provisions of the Virginia Public Procurement Act:

Section 2.2-4311 – Employment discrimination by contractor prohibited; required contract provisions – All public bodies shall include in every contract of more than \$10,000.00 the following provisions:

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, or 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 meeting the requirements of this section.
2. The contractor shall include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

Section 2.2-4312 – Drug-free workplace to be maintained by contractor; required contract provisions – All public bodies shall include in every contract over \$10,000.00 the following provisions:

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 violation 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 over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

Section 2.2-4311.1 Compliance with federal, state, and local laws and federal immigration law; required contract provisions – All public bodies shall provide in every written contract that the contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

INSURANCE REQUIREMENTS:

The successful financing entity, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the life of the resulting contract the insurance policies and/or bonds required. All such policies and/or bonds shall be effective prior to the beginning of any work under the resultant contract.

Professional Liability: The successful financing entity is required to carry, at a minimum, a \$1,000,000.00 (one million dollars) professional liability policy and provide additional coverages as may be described in any resulting contract. In any case, the City of Bristol, Virginia shall be listed as an additional insured in the policy.

COOPERATIVE PROCUREMENT:

The City of Bristol, Virginia authorizes other municipalities, whether located in the Commonwealth of Virginia or not, to use the contract resulting from this procurement transaction. Interested agencies shall deal directly with the firm selected to provide the requested services.

PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Freedom of Information Act, unless otherwise required by law or court. However, the offeror must invoke the protection of Section 2.2-4342(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. The classification of an entire proposal document, including any proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in the REJECTION of the proposal.

Considering this is a Request for Proposals, no information regarding the proposal records or the contents of responses will be released except in accordance with Section 2.2-4342 of the Code of Virginia. Once an award has been made, all proposals will be open to public inspection subject to the provisions set forth above.

CLASSIFICATION OF OBLIGATION:

It is to be understood that any agreement arising from this Request for Proposals shall constitute a current obligation payable exclusively from legally available funds and shall not be construed to be an indebtedness within the meaning of any applicable constitutional or statutory limitation or requirement, nor shall anything contained within any agreement arising from this Request for Proposals constitute a pledge of the full faith and credit or taxing power of the City of Bristol Virginia.

BUDGETS AND APPROPRIATIONS:

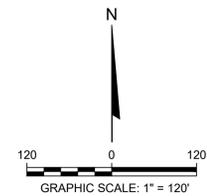
It is understood and agreed that for any financing agreement arising from this Request for Proposals, the City of Bristol Virginia intends to budget and appropriate funds to make all payments for the full financing term as required pursuant to the agreement. The City of Bristol currently intends to do all things lawfully within its power to obtain appropriated funds for the payments under any financing agreement in each succeeding fiscal year for the scheduled term. The City of Bristol acknowledges that the financing entity has relied upon these representations as an inducement to enter this agreement. The City of Bristol responsibly believes that money sufficient to make all payments can and will lawfully be appropriated and made available therefor.

Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds is within the discretion of the then governing body of the City of Bristol.

It is further understood and agreed to between the Parties hereto that the City of Bristol Virginia shall be bound and obligated only to the extent that funds have been appropriated. In the event that funds are not appropriated, the City of Bristol Virginia will notify the financing entity within thirty (30) days prior to the end of the then current fiscal year of the occurrence with written evidence of such failure by the City of Bristol Virginia's governing body (but failure to deliver such notice shall not extend the Agreement.)

Upon failure to appropriate, the City shall cease use of the Treatment System that is subject to this rental and peaceably remove and deliver Treatment System to the rental entity at the City of Bristol Virginia's expense (from funds legally available for this use) at such time as designated by rental entity. Rental agreement will cease upon delivery and acceptance of Treatment System by rental entity.

ATTACHMENT 1
Site Map



LEGEND

—>>— APPROXIMATE LOCATION OF LEACHATE CONVEYANCE PIPES

—>— APPROXIMATE LOCATION OF STORM WATER DRAINAGE

REV.	DATE	DESCRIPTION

PROJECT NO.:	02218208.06
DESIGNED BY:	SJL/SC
DRAWN BY:	BWM
CHECKED BY:	
APPROVED BY:	

SCS ENGINEERS
 40 SHUMAN, SUITE 216, NAPERVILLE, IL 60563
 PHONE: (331) 806-4295

CITY OF BRISTOL VIRGINIA

CITY OF BRISTOL VIRGINIA SOLID WASTE
 2655 VALLEY DR.
 BRISTOL, VIRGINIA

EXISTING CONDITIONS

DATE: NOV. 2022

02

02 OF 13 SHEETS

ATTACHMENT 2

July and November 2022 Leachate Sample Results

July 2022 - Bristol Virginia Landfill (Benzene Treatment - Background Leachate Sampling Event)

Location ID			498 Leachate	498 Leachate	BVU Discharge*	BVU Discharge	BVU Discharge	LFG Liquids	LFG Liquids	LFG Liquids	GC Outfall	588 Leachate
Sample Type			Grab	Composite	Grab	Grab	Composite	Grab 7/19	Grab 7/21	Composite	Grab	Grab
Parameter	LOD	LOQ										
METALS (mg/L)												
Aluminum	0.002 - 0.2	0.005 - 0.5	0.0211	0.0319	0.184	0.299	0.241	1.94	1.01	1.21	0.164	0.132
Arsenic	0.0005 - 0.005	0.001 - 0.01	0.0246	0.0208	0.25	0.221	0.178	0.36	0.315	0.35	0.287	0.267
Barium	0.0008 - 0.01	0.01 - 0.05	0.303	0.273	0.925	0.351	0.443	0.515	0.514	0.62	1.08	0.944
Boron	0.05 - 0.5	0.05 - 0.5	1.39	1.33	6.51	8.41	5.8	16.5	17.2	17.2	6.9	6.76
Cadmium	0.0001	0.001	ND	ND	ND	0.0001 J	ND	0.0007 J	0.0003 J	0.0004 J	ND	ND
Calcium	0.3	5	88.6	78.4	150	80.5	92.6	147	146	160	162	153
Chromium	0.0004 - 0.004	0.001 - 0.01	0.002	0.0017	0.0878	0.169	0.105	0.404	0.361	0.402	0.0899	0.0973
Cobalt	0.0002	0.005	0.0043 J	0.0039 J	0.008	0.0136	0.0096	0.0278	0.0281	0.0279	0.009	0.0086
Copper	0.0003	0.001	0.0033	0.0035	0.0077	0.0056	0.0053	0.0155	0.0095	0.008	0.0345	0.0236
Iron	0.5	0.5	3.39	2.64	4.68	8.36	5.7	51.1	9.51	10.7	4.48	3.47
Magnesium	0.4	1	34.6	30.5	86.3	58.5	58.5	101	140	130	87.6	88.9
Manganese	0.015	0.05	0.195	0.152	0.441	0.411	0.365	1.15	0.67	0.837	0.427	0.444
Molybdenum	0.0002	0.005	0.0017 J	0.0018 J	0.0021 J	0.0066	0.0042 J	0.0176	0.0102	0.0113	0.0019 J	0.0032 J
Nickel	0.0003	0.001	0.0191	0.0179	0.0199	0.0615	0.0363	0.121	0.141	0.158	0.0209	0.0194
Potassium	20	20	79.7	72.5	281	385	273	740	784	786	293	298
Selenium	0.0008	0.001	ND	ND	0.0013	0.0009 J	0.0009 J	0.0018	0.0015	0.0019	0.0013	0.0013
Silicon	0.05 - 0.5	0.1 - 1	6.51	6.11	16.3	19.7	15.8	38	39	43.3	18.2	17.7
Sodium	20	20	232	207	826	1780	943	3420	3730	3650	861	850
Strontium	0.005	0.05	0.398	0.377	3.15	0.819	1.37	1.28	1.55	1.66	3.98	3.33
SEMI-VOLATILE ORGANIC COMPOUNDS (mg/L)												
N-Nitrosodimethylamine	0.0028	0.0093	ND	ND	---	---	---	---	---	---	---	---
	0.0093	0.0093	---	---	---	---	---	---	---	---	---	ND
	0.0467	0.0467	---	---	ND	ND	1.72	---	---	---	---	---
	0.0485	0.0485	---	---	---	---	---	---	---	---	ND	---
	0.117	0.117	---	---	---	---	---	---	ND	ND	---	---
	0.121	0.121	---	---	---	---	---	ND	---	---	---	---
p-Cresol	0.0009	0.008	ND	ND	---	---	---	---	---	---	---	---
	0.0093	0.0093	---	---	---	---	---	---	---	---	---	ND
	0.0467	0.0467	---	---	0.201	0.899	0.39	---	---	---	---	---
	0.0485	0.0485	---	---	---	---	---	---	---	---	0.0911	---
	0.117	0.117	---	---	---	---	---	---	ND	1.36	---	---
	0.121	0.121	---	---	---	---	---	ND	---	---	---	---
Phenol	0.0023	0.0093	ND	ND	---	---	---	---	---	---	---	---
	0.0093	0.0093	---	---	---	---	---	---	---	---	---	ND
	0.0467	0.0467	---	---	0.0475	ND	1.61	---	---	---	---	---
	0.0485	0.0485	---	---	---	---	---	---	---	---	ND	---
	0.117	0.117	---	---	---	---	---	---	5.38	3.4	---	---
	0.121	0.121	---	---	---	---	---	7.58	---	---	---	---

July 2022 - Bristol Virginia Landfill (Benzene Treatment - Background Leachate Sampling Event)

Location ID			498 Leachate	498 Leachate	BVU Discharge*	BVU Discharge	BVU Discharge	LFG Liquids	LFG Liquids	LFG Liquids	GC Outfall	588 Leachate
Sample Type			Grab	Composite	Grab	Grab	Composite	Grab 7/19	Grab 7/21	Composite	Grab	Grab
Parameter	LOD	LOQ										
VOLATILE ORGANIC COMPOUNDS (mg/L)												
1,4-Dichlorobenzene	0.002	0.005	0.003 J	0.0026 J	0.0208	---	---	---	---	---	0.0346	0.032
	0.004	0.01	---	---	---	ND	ND	---	---	---	---	---
	0.008	0.02	---	---	---	---	---	ND	ND	ND	---	---
Benzene	0.002	0.005	ND	ND	1.38	---	---	---	---	---	---	---
	0.004	0.01	---	---	---	0.142	0.297	---	---	---	---	1.53
	0.008	0.02	---	---	---	---	---	0.0418	0.068	0.0634	2.18	---
Chlorobenzene	0.002	0.005	ND	ND	0.0094	---	---	---	---	---	0.0158	0.0135
	0.004	0.01	---	---	---	ND	ND	---	---	---	---	---
	0.008	0.02	---	---	---	---	---	ND	ND	ND	---	---
Chloroform	0.0025	0.0025	ND	ND	ND	---	---	---	---	---	ND	0.0048
	0.005	0.005	---	---	---	ND	ND	---	---	---	---	---
	0.01	0.01	---	---	---	---	---	ND	ND	ND	---	---
Ethylbenzene	0.002	0.005	ND	ND	0.12	---	---	---	---	---	0.198	0.183
	0.004	0.01	---	---	---	0.0114	0.0219	---	---	---	---	---
	0.008	0.02	---	---	---	---	---	ND	ND	ND	---	---
m,p-Xylenes	0.003	0.01	ND	ND	0.0664	---	---	---	---	---	0.112	0.1
	0.006	0.02	---	---	---	0.0099 J	0.0126 J	---	---	---	---	---
	0.012	0.04	---	---	---	---	---	ND	ND	ND	---	---
Methylene chloride	0.02	0.02	ND	0.0276 B	ND	---	---	---	---	---	ND	ND
	0.04	0.04	---	---	---	ND	ND	---	---	---	---	---
	0.08	0.08	---	---	---	---	---	ND	ND	ND	---	---
Naphthalene	0.0032	0.008	ND	ND	---	---	---	---	---	---	---	---
	0.0093	0.0093	---	---	---	---	---	---	---	---	---	0.0189
	0.0467	0.0467	---	---	ND	ND	ND	---	---	---	---	---
	0.0485	0.0485	---	---	---	---	---	---	---	---	ND	---
	0.117	0.117	---	---	---	---	---	---	ND	ND	---	---
0.121	0.121	---	---	---	---	---	ND	---	---	---	---	
o-Xylene	0.002	0.005	ND	ND	0.0406	---	---	---	---	---	0.069	0.0582
	0.004	0.01	---	---	---	0.0075 J	0.0087 J	---	---	---	---	---
	0.008	0.02	---	---	---	---	---	ND	ND	ND	---	---
Toluene	0.0025	0.005	ND	ND	0.0634	---	---	---	---	---	0.0968	0.0874
	0.005	0.01	---	---	---	0.0077 J	0.0143	---	---	---	---	---
	0.01	0.02	---	---	---	---	---	ND	0.0102 J	ND	---	---
Xylenes	0.005	0.015	ND	ND	0.107	---	---	---	---	---	0.181	0.158
	0.01	0.03	---	---	---	0.0174 J	0.0213 J	---	---	---	---	---
	0.02	0.06	---	---	---	---	---	ND	ND	ND	---	---

July 2022 - Bristol Virginia Landfill (Benzene Treatment - Background Leachate Sampling Event)

Location ID			498 Leachate	498 Leachate	BVU Discharge*	BVU Discharge	BVU Discharge	LFG Liquids	LFG Liquids	LFG Liquids	GC Outfall	588 Leachate
Sample Type			Grab	Composite	Grab	Grab	Composite	Grab 7/19	Grab 7/21	Composite	Grab	Grab
Parameter	LOD	LOQ										
WATER QUALITY PARAMETERS (mg/L UNLESS OTHERWISE NOTED)												
Ammonia	2 - 30	2 - 100	37.5	31.2	390	667	303	1190	1330	1450	394	406
Bicarbonate	5	5	686	617	1840	3080	1920	4230	4470	4390	3020	1960
Biological Oxygen Demand	0.2	2	29.2	33.3	177	2860	1500	3840	6270	6120	158	2170
Carbonate Alkalinity	5	5	ND	ND	ND	110	ND	530	290	600	ND	ND
Chemical Oxygen Demand	10 - 200	10 - 200	167	117	1570	5640	3220	13000	10900	10500	980	1760
Chemical Oxygen Demand, Soluble	10 - 250	10 - 250	150	124	1490	5580	3000	10500	10600	11400	1250	1580
Chloride	5 - 50	10 - 100	206	192	1700	1630	1240	3120	3830	4020	1370	1540
Fluoride	0.1	0.1	0.462	0.433	2.4	ND	ND	ND	ND	ND	0.836	ND
Nitrate+Nitrite	0.1	0.1	1.4	1.6	ND	ND	ND	0.23	ND	ND	ND	ND
Oil and Grease	2.5	5	ND	ND	6.4	25	4 J	12	49	20	ND	3.1 J
Oil and Grease - Calc	7.5	10	ND	ND	ND	ND	ND	12	32	11	ND	ND
Orthophosphate	0.02	0.02	0.02	ND	---	---	---	---	---	---	---	---
	0.1 - 0.2	0.1 - 0.2	---	---	---	---	---	---	---	---	0.67	2.55
	0.5	0.5	---	---	ND	1	ND	5.65	5.48	8.22	---	---
pH (s.u.)	2	---	7.79	7.88	7.45	8.21	8.02	8.72	8.38	8.59	7.21	7.61
Phosphate	0.0613 - 1.53	0.0613 - 1.53	0.585	0.604	1.92	5.58	3.91	15.7	27.5	3.51	2.76	3.03
Phosphorus	0.02 - 0.5	0.02 - 0.5	0.191	0.197	0.625	1.82	1.28	5.12	8.98	1.14	0.9	0.99
Specific Conductivity (uS/cm)	0	---	1884	1791	7473	8151	8024	18335	19809	20629	8123	287.6
Sulfate	0.5 - 50	1 - 100	58	36.4	345	442	---	874	13	3.5	---	10.2
	50	50	---	---	---	---	ND	---	---	---	74.6	---
Total Kjeldahl Nitrogen	2 - 20	5 - 50	32.5	39.3	434	806	538	1600	1570	1590	498	455
Total Dissolved Solids	10	10	1130	1240	3710	8100	4660	14400	15200	15700	4090	4000
Total Petroleum Hydrocarbons	5	5	ND	ND	ND	17.6	ND	ND	17	9	ND	ND
Total Suspended Solids	1	1	6.8	15	14	80	72	160	150	87	7.6	2.5

--- = not applicable/available

B = Qualifier used if reported concentration is five times less than the concentration detected in the laboratory blank. The concentration is considered to be estimated and not validated.

J = Qualifier used if reported concentration is less than the LOQ but greater than the LOD. The concentration is considered to be estimated and not validated.

GC Outfall = 588 Gradient Control Outfall

LFG = Landfill Gas

LOD = laboratory's Limit of Detection

LOQ = laboratory's Limit of Quantitation

498 Leachate = Leachate Discharge associated with Bristol Landfill Permit # 498

588 Leachate = Leachate Discharge associated with Bristol Landfill Permit # 588

*BVU Discharge - Grab Sample collected with pumps on (498 Leachate, 588 Gradient Control, 588 Leachate, LFG Liquids), to mimic collection of BVU compliance sample.

mg/L = milligrams per liter

NTU = Nephelometric Turbidity Unit

s.u. = standard units

Composite = 24 hour sample

uS/cm = microSiemens per centimeter

November 2022 - Bristol Virginia Landfill (Benzene Treatment - Background Leachate Sampling Event #2)

Location ID			498 Leachate	498 Leachate	BVU Discharge*	BVU Discharge	BVU Discharge	LFG Liquids	LFG Liquids	LFG Liquids	GC Outfall	588 Leachate
Sample Type			Grab	Composite	Grab	Grab	Composite	Grab 11/14	Grab 11/17	Composite	Grab	Grab
Parameter	LOD	LOQ										
METALS (mg/L)												
Arsenic	0.0005 - 0.02	0.001 - 0.04	0.0118	0.0144	0.168	0.245	0.193	0.412	0.419	0.372	0.256	0.156
Arsenic, Dissolved	0.0005 - 0.02	0.001 - 0.04	0.0107	0.0137	0.155	0.241	0.108	0.354	0.301	0.339	0.23	0.151
Calcium	0.003 - 8	0.05 - 10	103	101	117	111	265	1110	2140	1230	122	105
Chromium	0.004 - 0.016	0.001 - 0.02	0.003	0.0026	0.0872	0.104	0.124	0.392	0.513	0.363	0.107	0.0779
Chromium, Dissolved	0.004 - 0.016	0.001 - 0.02	0.0023	0.0024	0.0875	0.101	0.0858	0.325	0.429	0.339	0.103	0.0802
Iron	0.02 - 50	0.02 - 50	4.32	2.94	3.25	3.85	90.8	509	806	416	3.68	4.71
Magnesium	0.004 - 0.2	0.01 - 0.2	33.3	34.5	61.5	91.3	66	687	494	295	95.3	64.2
SEMI-VOLATILE ORGANIC COMPOUNDS (mg/L)												
p-Cresol	0.0009	0.008	ND	ND	---	---	---	---	---	---	---	---
	0.0187	0.15	---	---	0.343	---	0.809	---	---	ND	---	---
	0.0374	0.299	---	---	---	---	---	---	ND	---	---	---
	0.0467	0.0467	---	---	---	0.549	---	---	---	---	---	0.378
	0.0485	0.0485	---	---	---	---	---	---	---	---	0.457	---
	0.0935	0.0935	---	---	---	---	---	ND	---	---	---	---
Phenol	0.0023	0.0093	ND	ND	---	---	---	---	---	---	---	---
	0.0467	0.0467	---	---	---	ND	---	---	---	---	---	ND
	0.0467	0.187	---	---	0.0774 J	---	0.54	---	---	ND	---	---
	0.0485	0.0485	---	---	---	---	---	---	---	---	ND	---
	0.0935	0.0935	---	---	---	---	---	ND	---	---	---	---
	0.0935	0.374	---	---	---	---	---	---	ND	---	---	---

November 2022 - Bristol Virginia Landfill (Benzene Treatment - Background Leachate Sampling Event #2)

Location ID			498 Leachate	498 Leachate	BVU Discharge*	BVU Discharge	BVU Discharge	LFG Liquids	LFG Liquids	LFG Liquids	GC Outfall	588 Leachate
Sample Type			Grab	Composite	Grab	Grab	Composite	Grab 11/14	Grab 11/17	Composite	Grab	Grab
Parameter	LOD	LOQ										
VOLATILE ORGANIC COMPOUNDS (mg/L)												
1,2-Dichloroethane	0.0035	0.005	ND	ND	ND	ND	ND	ND	---	---	ND	ND
	0.007	0.01	---	---	---	---	---	---	0.0142	ND	---	---
1,4-Dichlorobenzene	0.002	0.005	ND	ND	0.0103	0.0116	0.004 J	0.0073	---	---	0.0191	0.0136
	0.004	0.01	---	---	---	---	---	---	0.0249	0.015	---	---
Benzene	0.002	0.005	ND	ND	0.55	0.578	0.161	0.0735	---	---	0.824	0.304
	0.004	0.01	---	---	---	---	---	---	0.137	0.103	---	---
Chlorobenzene	0.002	0.005	ND	ND	0.0036 J	0.004 J	ND	ND	---	---	0.0055	0.0028 J
	0.004	0.01	---	---	---	---	---	---	ND	ND	---	---
Chloroform	0.0025	0.0025	---	---	0.0043	---	ND	---	---	---	---	---
	0.0025	0.005	ND	ND	---	0.0029 J	---	ND	---	---	0.003 J	0.0096
	0.005	0.005	---	---	---	---	---	---	ND	---	---	---
	0.005	0.01	---	---	---	---	---	---	---	ND	---	---
Ethylbenzene	0.002	0.005	ND	ND	0.0585	0.0601	0.0136	0.0128	---	---	0.093	0.0852
	0.004	0.01	---	---	---	---	---	---	0.0385	0.0225	---	---
m,p-Xylenes	0.003	0.01	ND	ND	0.0324	0.0355	0.0095 J	0.0182	---	---	0.0539	0.0444
	0.006	0.02	---	---	---	---	---	---	0.0402	0.0214	---	---
o-Xylene	0.002	0.005	ND	ND	0.0184	0.0194	0.0054	0.011	---	---	0.0305	0.0208
	0.004	0.01	---	---	---	---	---	---	0.025	0.0159	---	---
Toluene	0.0025	0.005	ND	ND	0.0266	0.0274	0.0079	0.0142	---	---	0.0382	0.0324
	0.005	0.01	---	---	---	---	---	---	0.024	0.0134	---	---
Xylenes	0.005	0.015	ND	ND	0.0507	0.055	0.015 J	0.0292	---	---	0.0844	0.0652
	0.01	0.03	---	---	---	---	---	---	0.0652	0.0373	---	---
WATER QUALITY PARAMETERS												
pH (s.u.)	2	---	8.03	8.32	7.22	7.37	7.44	5.93	5.75	5.85	7.26	8.03
Specific Conductivity (uS/cm)	0	---	2190	2230	6400	9250	6480	32010	26930	21360	9520	2190
PHENOLICS (mg/L)												
Phenolics, Total Recoverable	0.03	0.05	ND	ND	0.478	0.806	---	---	---	---	0.736	0.892
	0.3 - 0.75	0.5 - 1.25	---	---	---	---	3.14	42	31	19.6	---	---

--- = not applicable/available

mg/L = milligrams per liter

B = Qualifier used if reported concentration is five times less than the concentration detected in the laboratory blank. The concentration is considered to be estimated and not validated.

NTU = Nephelometric Turbidity Unit

J = Qualifier used if reported concentration is less than the LOQ but greater than the LOD. The concentration is considered to be estimated and not validated.

s.u. = standard units

GC Outfall = 588 Gradient Control Outfall

Composite = 24 hour sample

LFG = Landfill Gas

uS/cm = microSiemens per centimeter

LOD = laboratory's Limit of Detection

LOQ = laboratory's Limit of Quantitation

498 Leachate = Leachate Discharge associated with Bristol Landfill Permit # 498

588 Leachate = Leachate Discharge associated with Bristol Landfill Permit # 588

*BVU Discharge - Grab Sample collected with pumps on (498 Leachate, 588 Gradient Control, 588 Leachate, LFG Liquids), to mimic collection of BVU compliance sample.

ATTACHMENT 3
Historic Sample Results

Bristol Landfill - Monthly Compliance Detects Summary

Parameter	Monitoring Event	BVU Discharge	LOD	LOQ
HERBICIDES (mg/L)				
2-(4-Chloro-2-methylphenoxy) propionic acid	January-2022	ND	---	2
	February-2022	ND	---	2
	March-2022	ND	---	0.2
	April-2022	ND	---	0.1
	May-2022	ND	0.66	1
	June-2022	ND	1.3	2
	July-2022	0.003	0.0003	0.002
	August-2022	ND	0.00032	0.002
	September-2022	0.0209	0.000323	0.002
	October-2022	0.0189	0.000323	0.002
	November-2022	ND	0.66	1
2,4-DP	January-2022	ND	---	0.04
	February-2022	ND	---	0.04
	March-2022	ND	---	0.004
	April-2022	ND	---	0.002
	May-2022	ND	0.01	0.02
	June-2022	ND	0.021	0.04
	July-2022	ND	0.0003	0.002
	August-2022	ND	0.00037	0.002
	September-2022	0.00134 J	0.000367	0.002
	October-2022	0.00168 J	0.000367	0.002
	November-2022	ND	0.0104	0.02

Bristol Landfill - Monthly Compliance Detects Summary

Parameter	Monitoring Event	BVU Discharge	LOD	LOQ
VOLATILE ORGANIC COMPOUNDS (mg/L)				
1,4-Dichlorobenzene BVU Permit Max (3.54 mg/L)	November-2021	0.0139	0.0017	0.005
	December-2021	0.0205	0.0033	0.01
	January-2022	ND	---	0.0125
	February-2022	0.0605	---	0.02
	March-2022	ND	---	0.0125
	April-2022	0.0282	---	0.0125
	May-2022	ND	0.0042	0.0125
	June-2022	0.0168	0.0017	0.005
	July-2022	0.0227	0.0033	0.01
	August-2022	0.0175	0.0017	0.005
	September-2022	0.0127	0.0017	0.005
	October-2022	0.0055	0.0017	0.005
	November-2022	0.0108	0.0017	0.005
2-Butanone BVU Permit Max (200 mg/L)	November-2021	0.364	0.0198	0.025
	December-2021	0.556	0.0396	0.05
	January-2022	1.86	---	0.0625
	February-2022	0.652	---	0.1
	March-2022	0.219	---	0.0625
	April-2022	0.455	---	0.0625
	May-2022	0.389	0.0495	0.0625
	June-2022	0.535	0.0198	0.025
	July-2022	0.351	0.0396	0.05
	August-2022	0.538	0.0198	0.025
	September-2022	0.614	0.0198	0.025
	October-2022	0.74	0.0198	0.025
	November-2022	0.329	0.0198	0.025
4-Methyl 2-pentanone BVU Surveillance Parameter	November-2021	0.0215 J	0.0136	0.025
	December-2021	0.0389 J	0.0271	0.05
	January-2022	ND	---	0.0625
	February-2022	0.0581 J	---	0.1
	March-2022	ND	---	0.0625
	April-2022	ND	---	0.0625
	May-2022	ND	0.0339	0.0625
	June-2022	0.0221 J	0.0136	0.025
	July-2022	ND	0.0271	0.05
	August-2022	0.0187 J	0.0136	0.025
	September-2022	0.017 J	0.0136	0.025
	October-2022	0.02 J	0.0136	0.025
	November-2022	0.0209 J	0.0136	0.025

Bristol Landfill - Monthly Compliance Detects Summary

Parameter	Monitoring Event	BVU Discharge	LOD	LOQ
Acetone BVU Surveillance Parameter	November-2021	0.721	0.0256	0.125
	December-2021	1.29	0.0511	0.25
	January-2022	3.29	---	0.312
	February-2022	1.17	---	0.5
	March-2022	0.616	---	0.312
	April-2022	1.1	---	0.312
	May-2022	0.964	0.0639	0.312
	June-2022	1.7	0.0256	0.125
	July-2022	1.03	0.0511	0.25
	August-2022	1.39	0.0256	0.125
	September-2022	1.52	0.0256	0.125
	October-2022	1.73	0.0256	0.125
	November-2022	0.672	0.0256	0.125
Benzene BVU Permit Max (0.07 mg/L)	May-2021	1.02	---	0.001
	November-2021	0.494	0.0017	0.005
	December-2021	1.3	0.0034	0.01
	January-2022	2.15	---	0.0125
	February-2022	1.76	---	0.02
	March-2022	1.2	---	0.0125
	April-2022	1.84	---	0.0125
	May-2022	1.22	0.0043	0.0125
	June-2022	0.952	0.0017	0.005
	July-2022	1.23	0.0034	0.01
	August-2022	0.939	0.0017	0.005
	September-2022	0.478	0.0017	0.005
	October-2022	0.158	0.0017	0.005
November-2022	0.512	0.0017	0.005	
Chlorobenzene BVU Permit Max (2.35 mg/L)	November-2021	0.0035 J	0.0014	0.005
	December-2021	0.0049 J	0.0028	0.01
	January-2022	ND	---	0.0125
	February-2022	0.0096 J	---	0.02
	March-2022	ND	---	0.0125
	April-2022	0.0109 J	---	0.0125
	May-2022	ND	0.0036	0.0125
	June-2022	0.0074	0.0014	0.005
	July-2022	0.0097 J	0.0028	0.01
	August-2022	0.0076	0.0014	0.005
	September-2022	0.0048 J	0.0014	0.005
	October-2022	0.002 J	0.0014	0.005
November-2022	0.0033 J	0.0014	0.005	

Bristol Landfill - Monthly Compliance Detects Summary

Parameter	Monitoring Event	BVU Discharge	LOD	LOQ
Chloroform BVU Permit Max (0.42 mg/L)	November-2021	0.0032 J	0.0022	0.005
	December-2021	ND	0.0043	0.01
	January-2022	ND	---	0.0125
	February-2022	ND	---	0.02
	March-2022	ND	---	0.0125
	April-2022	ND	---	0.0125
	May-2022	ND	0.0054	0.0125
	June-2022	0.0037 J	0.0022	0.005
	July-2022	0.0144	0.0043	0.01
	August-2022	0.005	0.0022	0.005
	September-2022	0.0058	0.0022	0.005
	October-2022	0.0064	0.0022	0.005
	November-2022	0.0036 J	0.0022	0.005
Ethylbenzene BVU Permit Max (1.59 mg/L)	November-2021	0.0722	0.0015	0.005
	December-2021	0.0986	0.003	0.01
	January-2022	0.206	---	0.0125
	February-2022	0.275	---	0.02
	March-2022	0.11	---	0.0125
	April-2022	0.158	---	0.0125
	May-2022	0.114	0.0038	0.0125
	June-2022	0.0961	0.0015	0.005
	July-2022	0.129	0.003	0.01
	August-2022	0.0904	0.0015	0.005
	September-2022	0.0536	0.0015	0.005
	October-2022	0.0334	0.0015	0.005
	November-2022	0.0586	0.0015	0.005
Methylene chloride BVU Permit Max (2.07 mg/L)	November-2021	ND	0.0098	0.025
	December-2021	ND	0.0195	0.05
	January-2022	ND	---	0.0625
	February-2022	ND	---	0.1
	March-2022	0.0251 J	---	0.0625
	April-2022	ND	---	0.0625
	May-2022	0.0267 J	0.0244	0.0625
	June-2022	ND	0.0098	0.025
	July-2022	0.0208 J	0.0195	0.05
	August-2022	ND	0.0098	0.025
	September-2022	ND	0.0098	0.025
	October-2022	ND	0.0098	0.025
	November-2022	0.0103 J	0.0098	0.025

Bristol Landfill - Monthly Compliance Detects Summary

Parameter	Monitoring Event	BVU Discharge	LOD	LOQ
Toluene BVU Permit Max (1.35 mg/L)	November-2021	0.0397	0.0024	0.005
	December-2021	0.0565	0.0048	0.01
	January-2022	0.128	---	0.0125
	February-2022	0.122	---	0.02
	March-2022	0.054	---	0.0125
	April-2022	0.0866	---	0.0125
	May-2022	0.0557	0.0061	0.0125
	June-2022	0.0537	0.0024	0.005
	July-2022	0.0619	0.0048	0.01
	August-2022	0.0408	0.0024	0.005
	September-2022	0.0229	0.0024	0.005
	October-2022	0.0123	0.0012	0.005
	November-2022	0.0266	0.0012	0.005
Xylenes BVU Surveillance Parameter	November-2021	0.1	0.0017	0.005
	December-2021	0.106	0.0034	0.01
	January-2022	0.21	---	0.0125
	February-2022	0.322	---	0.02
	March-2022	0.0918	---	0.0125
	April-2022	0.137	---	0.0125
	May-2022	0.107	0.0042	0.0125
	June-2022	0.087	0.0017	0.005
	July-2022	0.122	0.0034	0.01
	August-2022	0.0826	0.0017	0.005
	September-2022	0.0494	0.0017	0.005
	October-2022	0.0267	0.0017	0.005
November-2022	0.0499	0.0017	0.005	

Bristol Landfill - Monthly Compliance Detects Summary

Parameter	Monitoring Event	BVU Discharge	LOD	LOQ
METALS (mg/L)				
Arsenic BVU Permit Max (0.5 mg/L)	November-2021	0.168	0.0047	0.01
	December-2021	0.295	0.0047	0.01
	January-2022	0.442	---	0.01
	February-2022	0.0536	---	0.01
	March-2022	0.19	---	0.01
	April-2022	0.134	---	0.01
	May-2022	0.233	0.0025	0.005
	June-2022	0.179	0.001	0.002
	July-2022	0.264	0.0047	0.01
	August-2022	0.26	0.0047	0.01
	September-2022	0.246	0.0047	0.01
	October-2022	0.204	0.0047	0.01
	November-2022	0.167	0.0047	0.01
Barium BVU Permit Max (1.0 mg/L)	November-2021	0.581	0.0035	0.005
	December-2021	0.914	0.0035	0.005
	January-2022	0.916	---	0.005
	February-2022	0.35	---	0.005
	March-2022	0.663	---	0.005
	April-2022	0.517	---	0.005
	May-2022	0.893	0.0025	0.005
	June-2022	0.651	0.001	0.002
	July-2022	0.782	0.0035	0.005
	August-2022	0.862	0.0035	0.005
	September-2022	0.751	0.0035	0.005
	October-2022	0.688	0.0035	0.005
	November-2022	0.786	0.0035	0.005
Cadmium BVU Permit Max (0.13 mg/L)	November-2021	ND	0.0004	0.001
	December-2021	ND	0.0004	0.001
	January-2022	0.0004 J	---	0.001
	February-2022	0.0004 J	---	0.001
	March-2022	ND	---	0.001
	April-2022	ND	---	0.001
	May-2022	ND	0.0002	0.0005
	June-2022	ND	0.0001	0.0002
	July-2022	ND	0.0004	0.001
	August-2022	ND	0.0004	0.001
	September-2022	0.0035	0.0004	0.001
	October-2022	ND	0.0004	0.001
	November-2022	ND	0.0004	0.001

Bristol Landfill - Monthly Compliance Detects Summary

Parameter	Monitoring Event	BVU Discharge	LOD	LOQ
Chromium BVU Permit Max (16.8 mg/L)	November-2021	0.0882	0.0037	0.005
	December-2021	0.159	0.0037	0.005
	January-2022	0.139	---	0.005
	February-2022	0.0211	---	0.005
	March-2022	0.0629	---	0.005
	April-2022	0.0533	---	0.005
	May-2022	0.109	0.0025	0.005
	June-2022	0.0766	0.001	0.002
	July-2022	0.114	0.0037	0.005
	August-2022	0.109	0.0037	0.005
	September-2022	0.112	0.0037	0.005
	October-2022	0.116	0.0037	0.005
	November-2022	0.0842	0.0037	0.005
Copper BVU Permit Max (9.4 mg/L)	November-2021	0.0052	0.0043	0.005
	December-2021	0.0129	0.0043	0.005
	January-2022	0.0093	---	0.005
	February-2022	0.0078	---	0.005
	March-2022	0.0626	---	0.005
	April-2022	0.0117	---	0.005
	May-2022	0.0089	0.0046	0.005
	June-2022	0.005	0.0019	0.002
	July-2022	0.0602	0.0043	0.005
	August-2022	ND	0.0043	0.005
	September-2022	0.0608	0.0043	0.005
	October-2022	0.0159	0.0043	0.005
	November-2022	0.0104	0.0043	0.005
Lead BVU Permit Max (3 mg/L)	November-2021	0.0052	0.0045	0.005
	December-2021	ND	0.0045	0.005
	January-2022	0.0048 J	---	0.005
	February-2022	0.0061	---	0.005
	March-2022	ND	---	0.005
	April-2022	ND	---	0.005
	May-2022	ND	0.0011	0.005
	June-2022	ND	0.0004	0.002
	July-2022	0.0047 J	0.0045	0.005
	August-2022	0.0068	0.0045	0.005
	September-2022	ND	0.0045	0.005
	October-2022	ND	0.0045	0.005
	November-2022	0.0053	0.0045	0.005

Bristol Landfill - Monthly Compliance Detects Summary

Parameter	Monitoring Event	BVU Discharge	LOD	LOQ
Nickel BVU Permit Max (3.44 mg/L)	November-2021	0.028	0.0035	0.005
	December-2021	0.0316	0.0035	0.005
	January-2022	0.0363	---	0.005
	February-2022	0.0269	---	0.005
	March-2022	0.0139	---	0.005
	April-2022	0.012	---	0.005
	June-2022	0.0189	0.0012	0.002
	July-2022	0.0214	0.0035	0.005
	August-2022	0.0211	0.0035	0.005
	September-2022	0.0275	0.0035	0.005
	October-2022	0.033	0.0035	0.005
	November-2022	0.0184	0.0035	0.005
Selenium BVU Permit Max (1.15 mg/L)	November-2021	0.0066 J	0.0047	0.01
	December-2021	0.0054 J	0.0047	0.01
	January-2022	0.0113	---	0.01
	February-2022	ND	---	0.01
	March-2022	0.0081 J	---	0.01
	April-2022	ND	---	0.01
	May-2022	ND	0.0062	0.01
	June-2022	ND	0.0025	0.004
	July-2022	0.0095 J	0.0047	0.01
	August-2022	0.0075 J	0.0047	0.01
	September-2022	0.0108	0.0047	0.01
	October-2022	0.0097 J	0.0047	0.01
	November-2022	ND	0.0047	0.01
Zinc BVU Permit Max (11.4 mg/L)	November-2021	0.0396	0.0095	0.01
	December-2021	0.0274	0.0095	0.01
	January-2022	0.0737	---	0.01
	February-2022	0.0422	---	0.01
	March-2022	0.0709	---	0.01
	April-2022	0.0618	---	0.01
	May-2022	ND	0.0214	0.025
	June-2022	0.0094 J	0.0086	0.01
	July-2022	0.0364	0.0095	0.01
	August-2022	ND	0.0095	0.01
	September-2022	0.0272	0.0095	0.01
	October-2022	0.0184	0.0095	0.01
	November-2022	0.0137	0.0095	0.01

Bristol Landfill - Monthly Compliance Detects Summary

Parameter	Monitoring Event	BVU Discharge	LOD	LOQ
WATER QUALITY INDICATOR PARAMETERS (mg/L unless otherwise noted)				
Ammonia	May-2021	103	---	2.5
BOD	May-2021	9.8	---	2
Chemical Oxygen Demand	May-2021	342	---	25
Nitrate	May-2021	0.53	---	0.04
Nitrate+Nitrite	May-2021	0.59	---	0.04
Nitrite as N	May-2021	0.059	---	0.04
pH (s.u.)	November-2021	7.5	0.1	0.1
BVU Permit Max (> 5 s.u., < 10.0 s.u.)	December-2021	7.5	0.1	0.1
	January-2022	7.5	---	0.1
	February-2022	7.6	---	0.1
	March-2022	7.1	---	0.1
	April-2022	7.1	---	0.1
	May-2022	7.1	0.1	0.1
	June-2022	7.1	0.1	0.1
	July-2022	7.2	0.1	0.1
	August-2022	7.2	0.1	0.1
	September-2022	7.2	0.1	0.1
	October-2022	7	0.1	0.1
	November-2022	7.3	0.1	0.1
Total Kjeldahl Nitrogen	May-2021	84.2	---	2.5

Bristol Landfill - Monthly Compliance Detects Summary

Parameter	Monitoring Event	BVU Discharge	LOD	LOQ
CYANIDE AND PHENOLICS (mg/L)				
Cyanide BVU Permit Max (2.61 mg/L)	November-2021	0.034	0.006	0.008
	December-2021	ND	0.012	0.016
	January-2022	ND	---	0.024
	February-2022	ND	---	0.016
	March-2022	ND	---	0.008
	April-2022	ND	---	0.008
	May-2022	ND	0.025	0.05
	June-2022	ND	0.025	0.05
	July-2022	ND	0.01	0.02
	August-2022	ND	0.025	0.05
	September-2022	ND	0.025	0.05
	October-2022	ND	0.025	0.05
	November-2022	ND	0.025	0.05
Phenolics, Total Recoverable BVU Permit Max (7.5 mg/L)	November-2021	0.57	0.076	0.2
	December-2021	0.65	0.053	0.14
	January-2022	1.2	---	0.6
	February-2022	0.44	---	0.12
	March-2022	0.46	---	0.12
	April-2022	0.47	---	0.1
	May-2022	0.38	0.038	0.1
	June-2022	0.34	0.076	0.2
	July-2022	0.57	0.046	0.12
	August-2022	0.71	0.061	0.16
	September-2022	0.57	0.053	0.14
	October-2022	1.3	0.11	0.3
	November-2022	0.73	0.076	0.2

--- = not applicable/available

BVU = Bristol Virginia Utility

J = Qualifier used if reported concentration is less than the LOQ but greater than the LOD. The concentration is considered to be estimated and not validated.

LOD = Limit of Detection

LOQ = Limit of Quantitation

mg/L = milligrams per liter

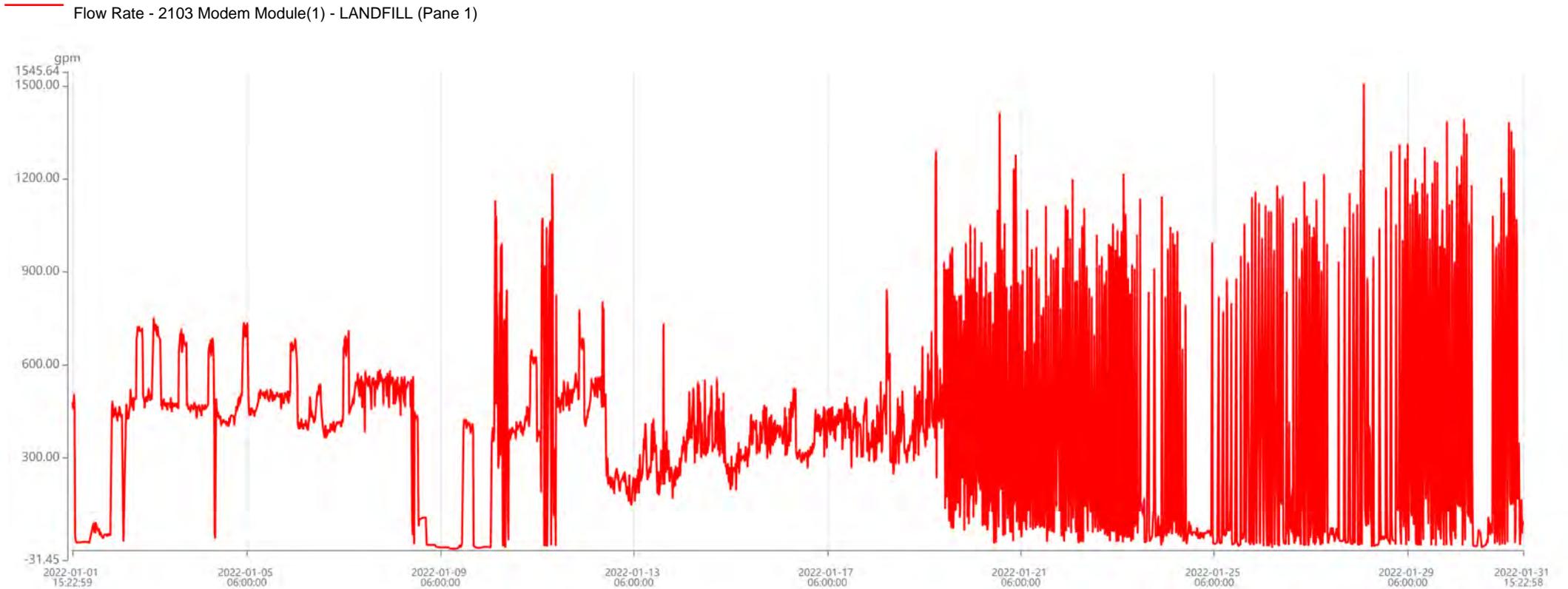
ND = Not Detected

ug/L = micrograms per liter

ATTACHMENT 4
BVU Flow Meter Output Graphs
(Jan – Dec 2022)

LANDFILL (2022-08-11 16:12:58)

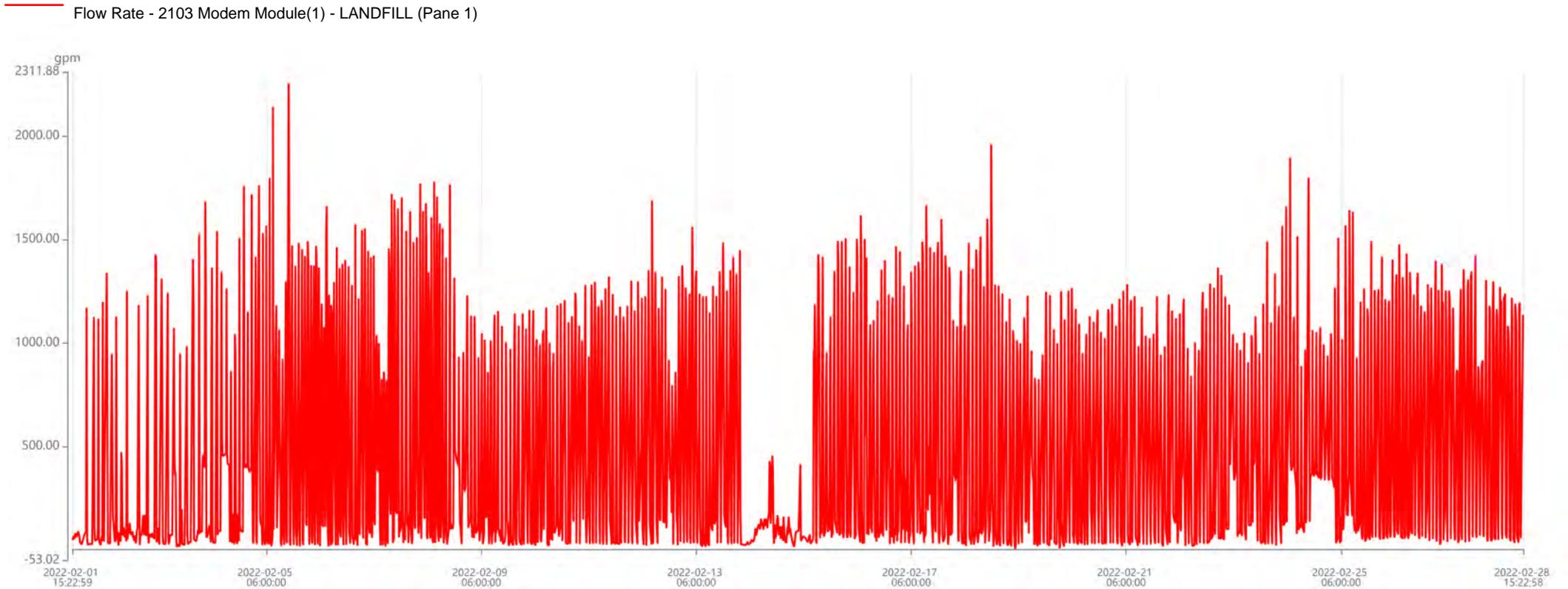
Flowlink Cipher



Total flow = 15,006,842.85 gallons
Average flow = 347.55 gpm
Peak = 1,545.64 gpm

LANDFILL (2022-08-11 16:12:58)

Flowlink Cipher

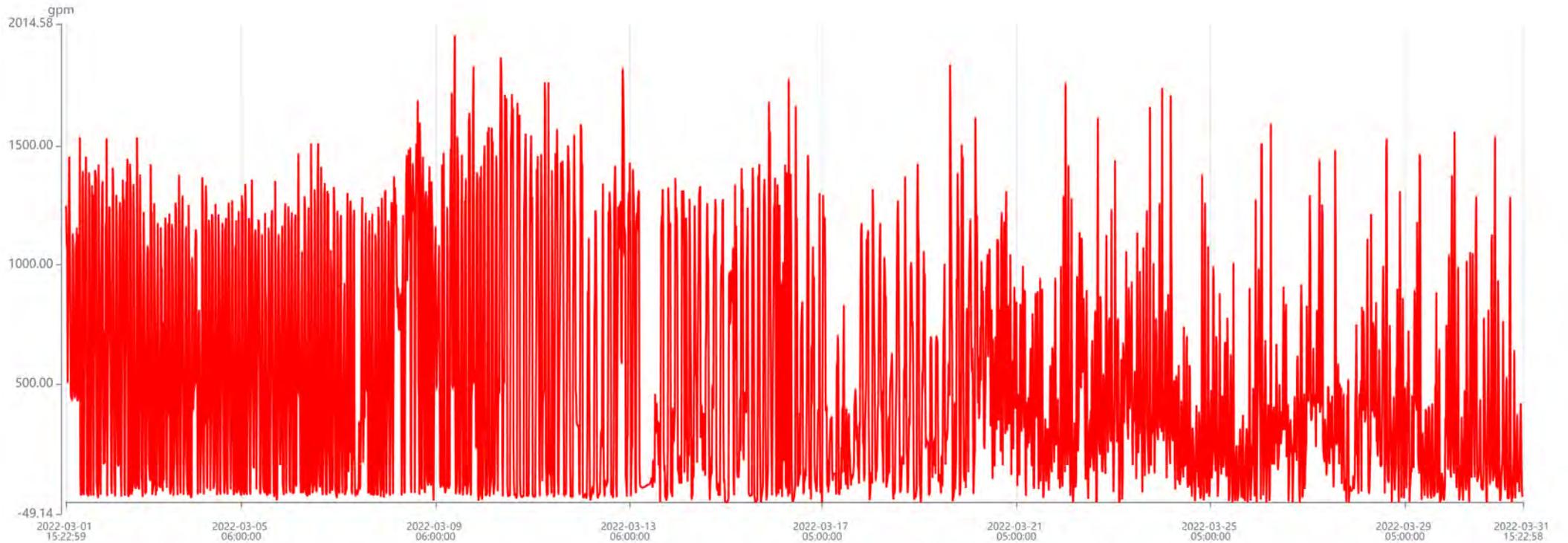


Total flow = 14,302,504.68 gallons
Average flow = 367.88 gpm
Peak = 2,311.88 gpm

LANDFILL (2022-08-11 16:12:58)

Flowlink Cipher

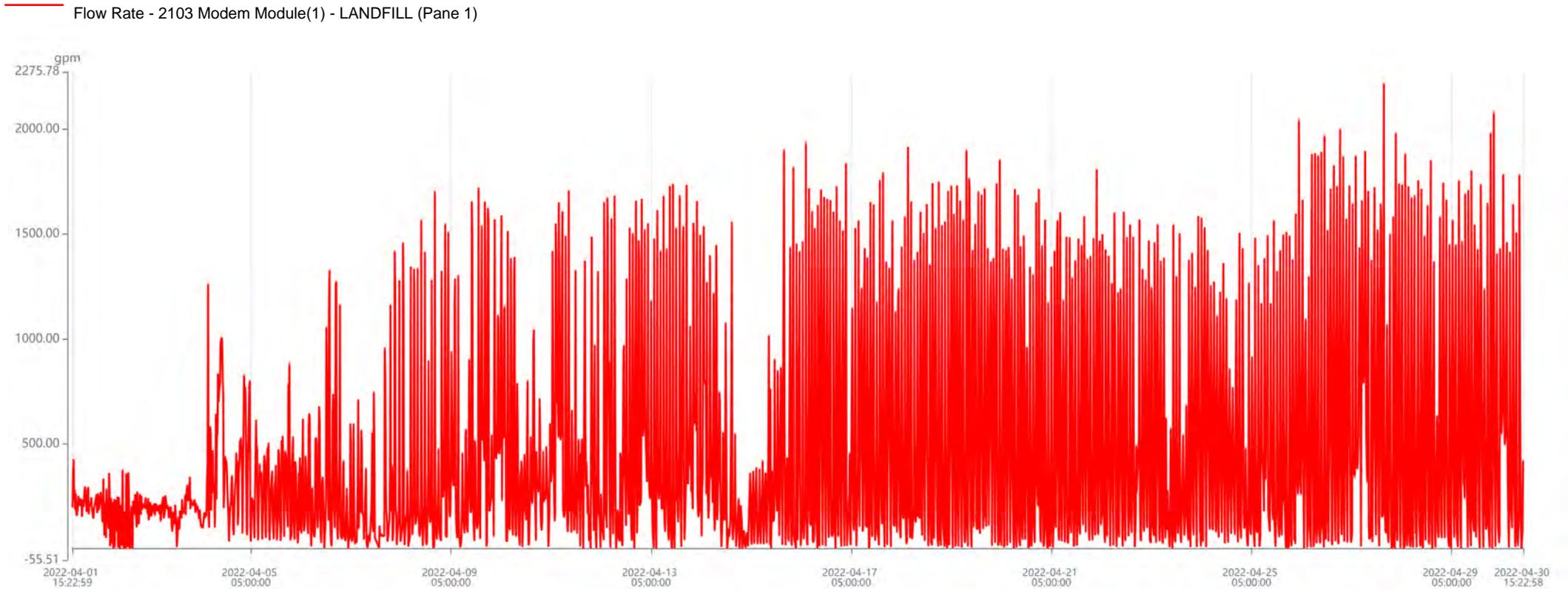
Flow Rate - 2103 Modem Module(1) - LANDFILL (Pane 1)



Total flow = 20,945,591.71 gallons
Average flow = 485.29 gpm
Peak = 2,014.58 gpm

LANDFILL (2022-08-11 16:12:58)

Flowlink Cipher



Total flow = 16,336,486.83 gallons

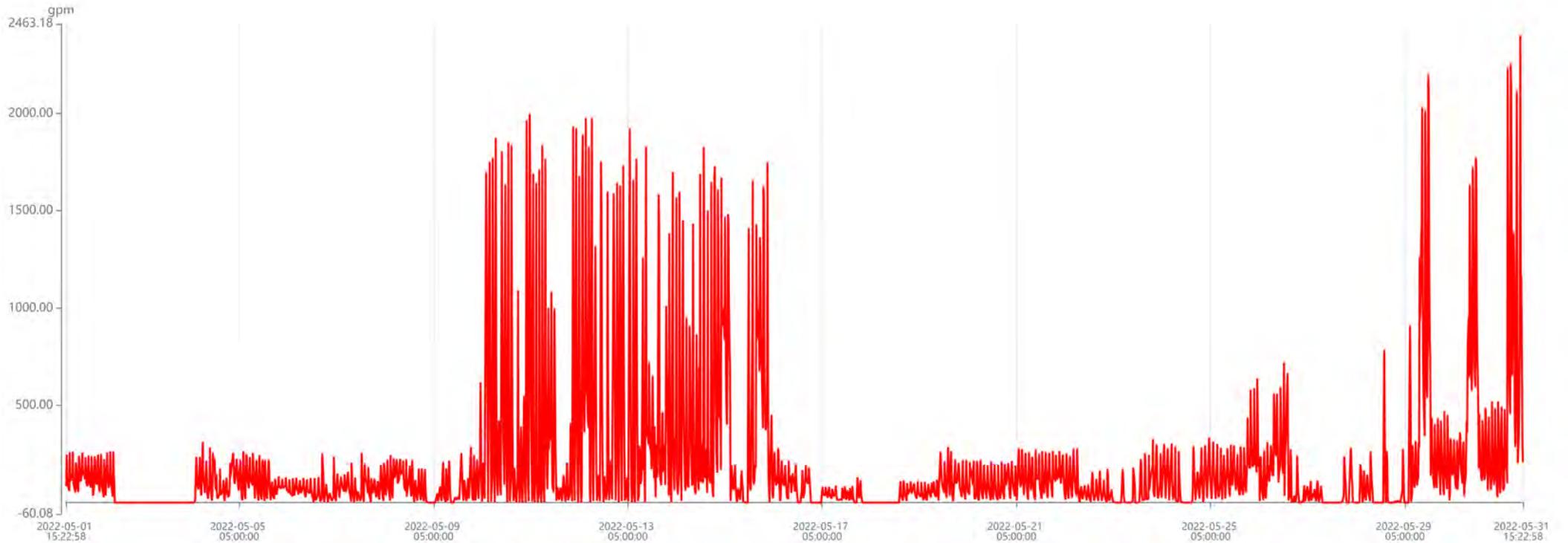
Average flow = 391.27 gpm

Peak = 2,275.78 gpm

LANDFILL (2022-08-11 16:12:58)

Flowlink Cipher

Flow Rate - 2103 Modem Module(1) - LANDFILL (Pane 1)



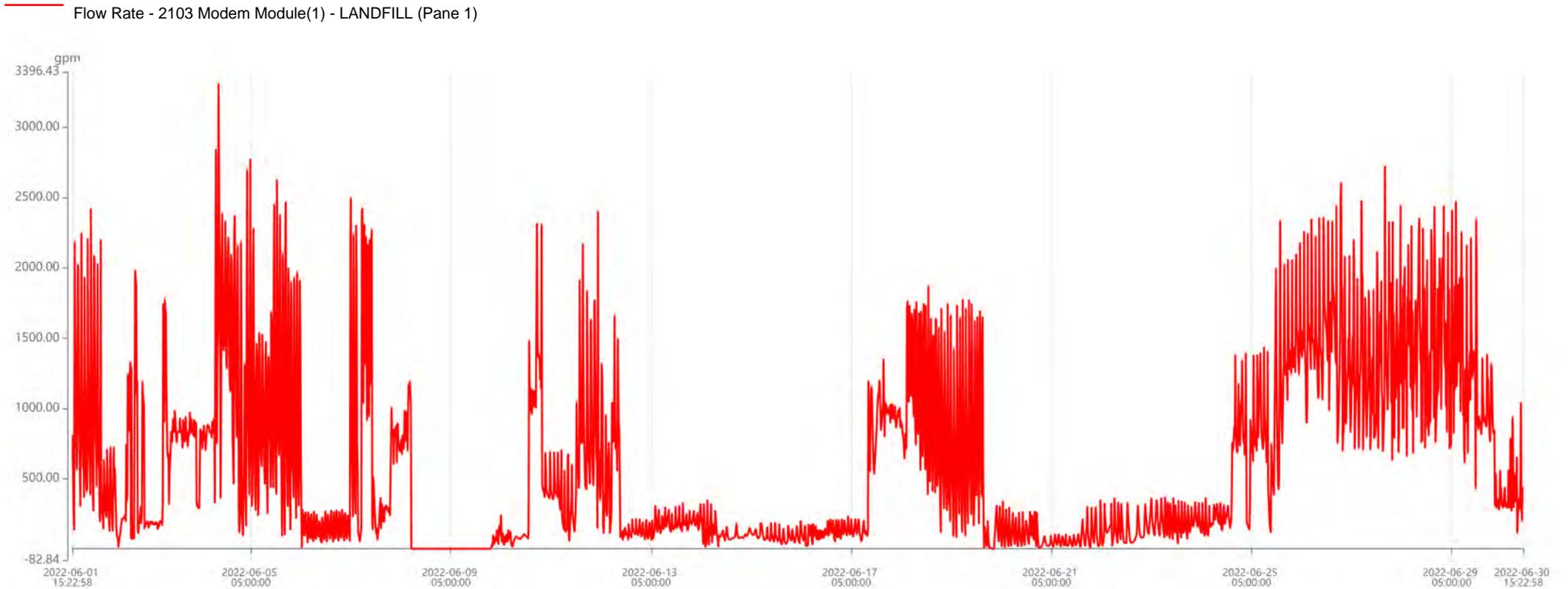
Total flow = 7,409,336.55 gallons

Average flow = 171.54 gpm

Peak = 2,463.18 gpm

LANDFILL (2022-08-11 16:12:58)

Flowlink Cipher

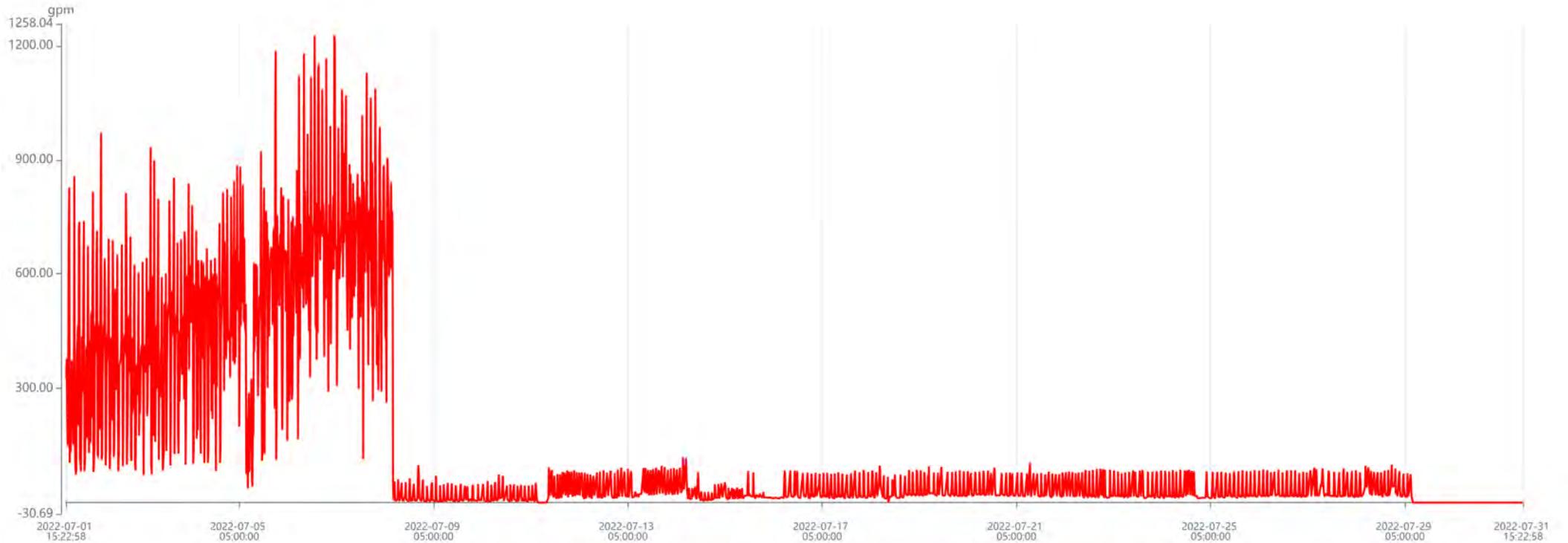


Total flow = 24,153,834.47 gallons
Average flow = 578.69 gpm
Peak = 3,396.43 gpm

LANDFILL (2022-08-11 16:12:58)

Flowlink Cipher

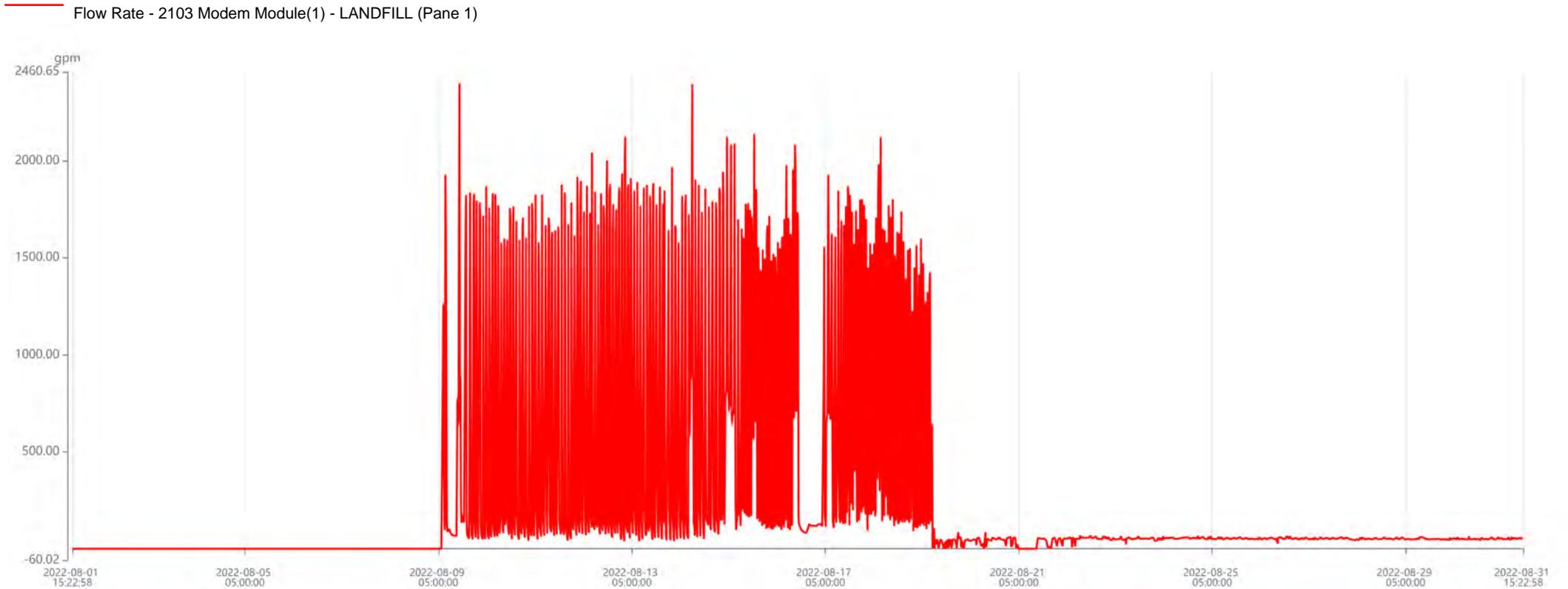
Flow Rate - 2103 Modem Module(1) - LANDFILL (Pane 1)



Total flow = 5,716,596.01 gallons
Average flow = 132.44 gpm
Peak = 1,258.04 gpm

LANDFILL (2022-08-11 16:12:58)

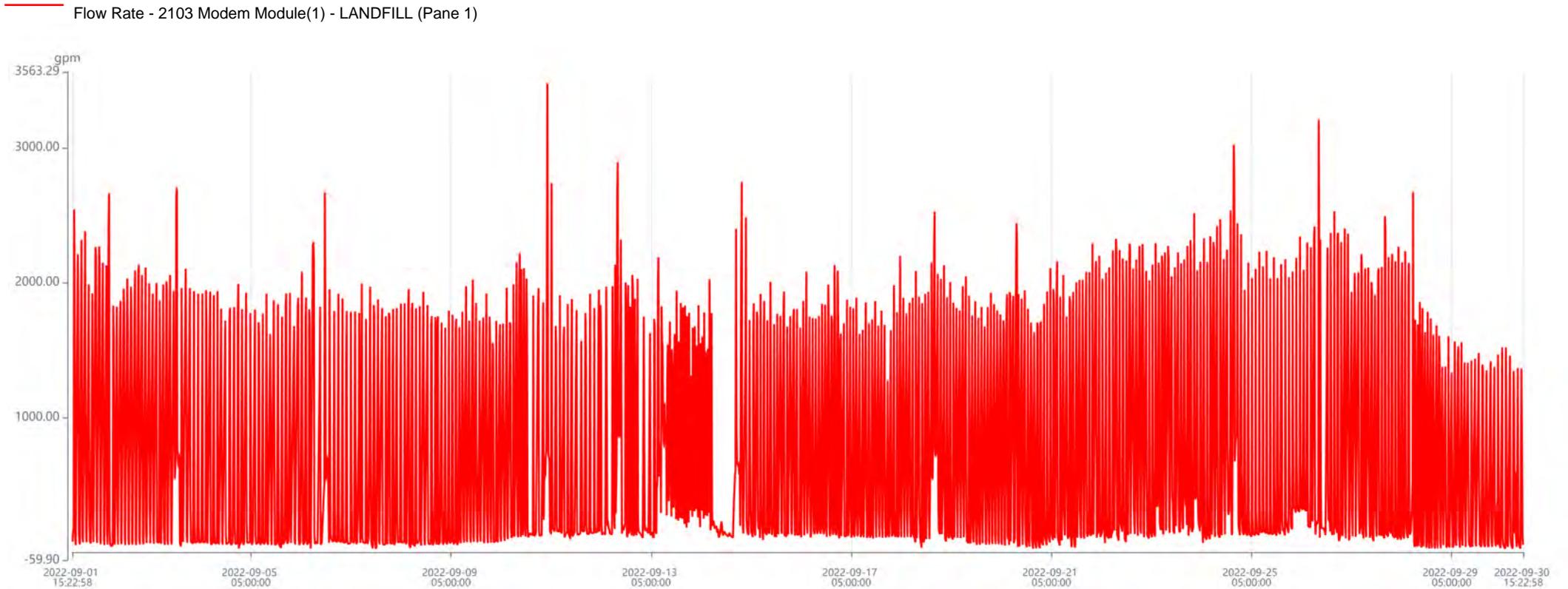
Flowlink Cipher



Total flow = 9,384,994.78 gallons
Average flow = 216.25 gpm
Peak = 2,460.65 gpm

LANDFILL (2022-08-11 16:12:58)

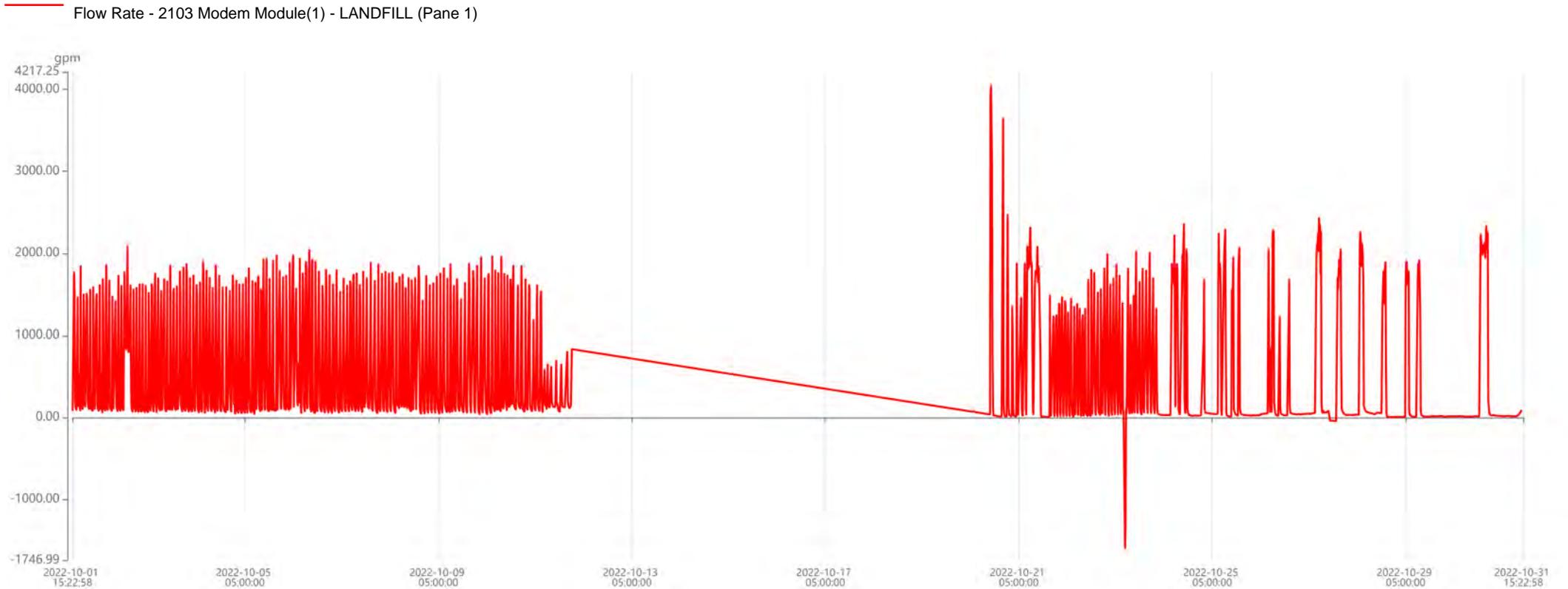
Flowlink Cipher



Total flow = 22,571,502.00 gallons
Average flow = 540.13 gpm
Peak = 3,563.29 gpm

LANDFILL (2022-08-11 16:12:58)

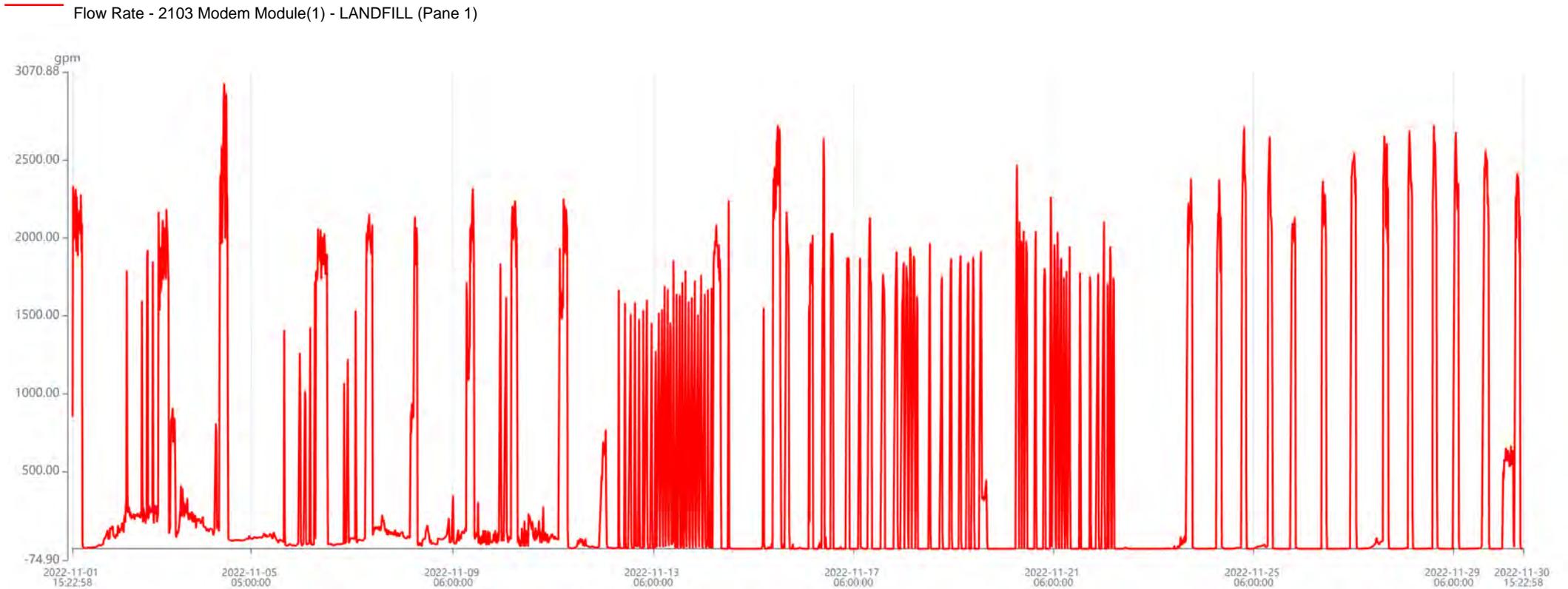
Flowlink Cipher



Total flow = 12,759,383.27 gallons
Average flow = 399.75 gpm
Peak = 4,217.25 gpm

LANDFILL (2022-08-11 16:12:58)

Flowlink Cipher



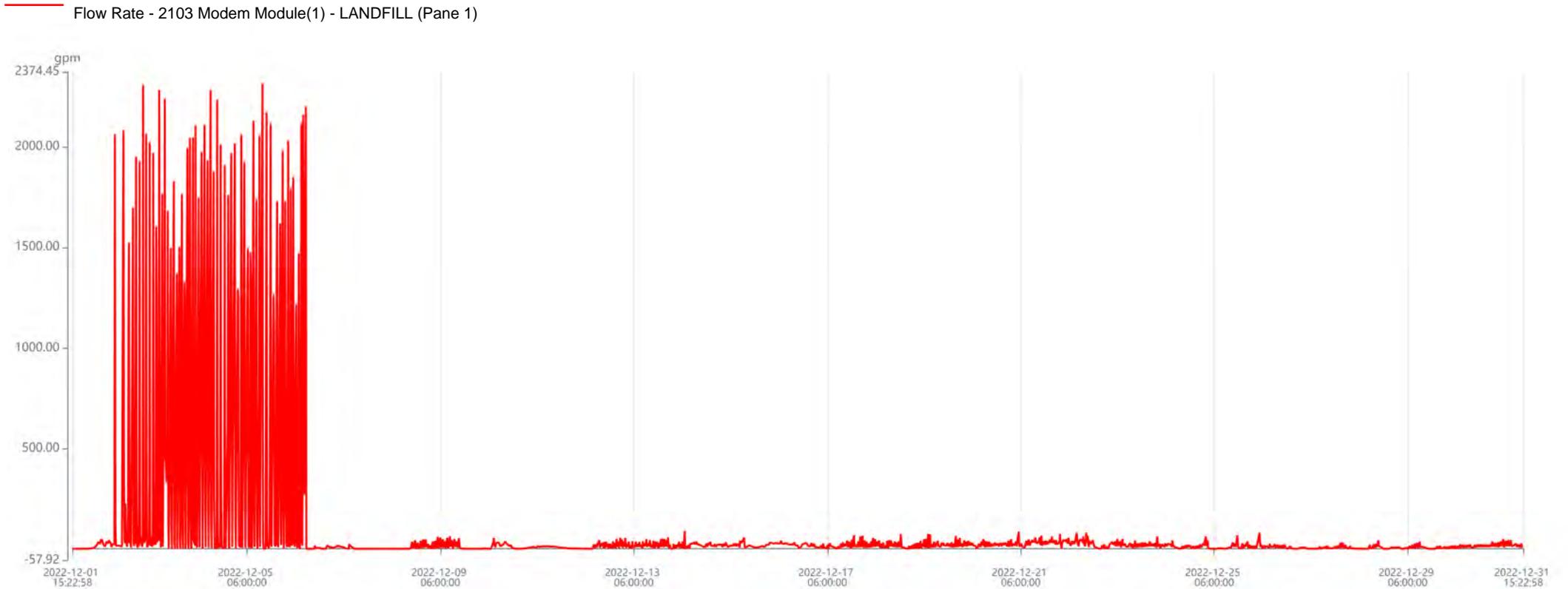
Total flow = 15,334,070.13 gallons

Average flow = 367.48 gpm

Peak = 3,070.88 gpm

LANDFILL (2022-08-11 16:12:58)

Flowlink Cipher



Total flow = 2,680,300.20 gallons

Average flow = 62.12 gpm

Peak = 2,374.45 gpm

ATTACHMENT 5
Exceptions to RFP

EXCEPTIONS TO RFP

EXCEPTIONS:

Offeror must sign the appropriate statement below, as applicable:

- () Offeror understands and agrees to all terms, conditions, requirements, and specifications stated herein.

Firm: _____

Date: _____

- () Offeror takes exception to terms, conditions, requirements, or specifications stated herein (Provider must itemize all exceptions below, and return with this bid):

Exceptions: _____

Offerors should note that exceptions taken from the stated terms and/or specifications may be cause for their submittal to be deemed "non-responsive", risking the rejection of their submittal.

ATTACHMENT 6
Proprietary / Confidential Information
Identification

ATTACHMENT 7
Signature Page

SIGNATURE PAGE
(Complete and return with Proposal)

COMPANY NAME:

MAILING ADDRESS:

E-MAIL ADDRESS:

TELEPHONE#

FAX #

MOBILE #

VA Contractor's License #
(if applicable)

Expiration
Date:

Attach
Copy

City of Bristol Business
License # (if applicable)

Expiration
Date:

Attach
Copy

PRINTED NAME AND TITLE OF PERSON
AUTHORIZED TO SIGN FOR ENTITY:

SIGNATURE:

By signing this form, bidder or offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this IFB/RFP and the General Terms, Conditions and Instructions to Bidders/Offerors herein.

***** TO BE COMPLETED ONLY IF AN ADDENDUM IS ISSUED*****

ADDENDUM # _____

Date issued:

ADDENDUM # _____

Date issued:

It is the intention of the City of Bristol to comply fully with relevant federal and state laws, orders, and regulations and to promote the interests of the Virginia Department of Small Business and Supplier Diversity and like agencies. The procurement practices of the City of Bristol are non-discriminatory and promote equality of opportunity for all qualified businesses.

PLEASE INDICATE THE FOLLOWING INFORMATION RELEVANT TO YOUR FIRM, IF ANY:

DESIGNATIONS: (Please refer to the definitions provided by the Virginia Department of Small Business and Supplier Diversity.)

- **Micro Business** Yes No
- **Small Business** Yes No
- **Women-Owned Business** Yes No
- **Minority Business** Yes No
- **Service Disabled Veteran** Yes No

The above information is requested for statistical purposes only.

CONTACT FOR ADMINISTRATION

Name: _____

Office Address: _____

Office Phone
Number: _____

Please return this page.

ATTACHMENT 8
Vendor Eligibility Certification

VENDOR ELIGIBILITY CERTIFICATION

This is to certify that this person/firm/corporation has neither been barred from bidding on contracts by any agency of the Commonwealth of Virginia, nor is this person/firm/corporation a part of any firm/corporation that has been barred from bidding on contracts by any agency of the Commonwealth of Virginia.

Name of Official

Title

Firm or Corporation

Please return this page.

ATTACHMENT 9

Proof of Authority to Transact Business in Virginia

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID.

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission (“SCC”). Any Offeror/ Bidder 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 of the code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/ Bidder is not required to be so authorized. Any Offeror/ Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator as applicable. If this quote for goods or services is accepted by the City of Bristol, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. _____ Offeror/ Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is _____.

B. _____ Offeror/ Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is _____.

C. _____ Offeror/ Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/ Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Offeror/ Bidder

Date

Authorized Signature

Print or Type Name and Title

ATTACHMENT 10
General Terms and Conditions

GENERAL TERMS AND CONDITIONS

The Agreement for Service ("Contract" or "Agreement") with the successful Offeror will contain the following Terms and Conditions. Offerors taking exception to these Terms and Conditions or intending to propose additional or alternative language must (a) identify with specificity the City Terms and Conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their bid. Failure to both identify with specificity those terms and conditions Offeror takes exception to or seeks to amend or replace as well as to provide Offeror's additional or alternate terms and conditions may result in rejection of the bid.

A. Procedures

The extent and character of the services to be performed by the Offeror shall be subject to the general control and approval of the City and their authorized representative(s). Any change to the Contract must be approved in writing by the City.

B. Delays and Delivery Failures

The Offeror must keep the City advised at all times of services' status relative to the schedule as agreed upon by the parties. If delay is foreseen, the Offeror shall give immediate written notice to the Purchasing Department and include an expected resolution timeframe. Should the Offeror fail to deliver the proper item(s)/service(s) at the time and place(s) contracted for, or within the resolution timeframe submitted with the delay notification or should the Offeror fail to make a timely replacement of rejected items /services when so required, the City may purchase items/services of comparable quality and quantity in the open market to replace the undelivered or rejected items/services. The Offeror shall reimburse the City for all costs in excess of the Agreement price when purchases are made in the open market; or in the event that there is a balance the City owes to the Offeror from prior transactions, an amount equal to the additional expense incurred by the City as a result of the Offeror's nonperformance shall be deducted from the balance as payment.

C. Business, Professional, & Occupational License Requirement

All firms or individuals doing business in the City are required to be licensed in accordance with the City Code Section 18-28. - License Requirement.

Questions regarding licensing should be directed to the Office of Commissioner of Revenue, telephone (276) 645-7316.

D. Authorization to Conduct Business in the Commonwealth

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

E. Insurance

1. The Offeror shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Offeror assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.
2. The Offeror and all sub-offerors shall, during the continuance of the work under the Contract, provide the following:
 - a. Workers' Compensation and Employer's Liability to protect the Offeror from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
 - b. Comprehensive General Liability insurance to protect the Offeror, and the interest of the City, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
 - c. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Offeror.
 - d. Professional Liability against any and all wrongful acts, errors, or omissions on the part of the Offeror resulting from any action or operation under the Contract or in connection with the contracted work.
3. The Offeror agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General, Automobile and Professional Liability policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
 - a. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer.
 - b. Employer's Liability:
 - i. Each Accident: \$1,000,000
 - ii. Disease, Each Employee: \$1,000,000
 - iii. Disease, Policy Limit: \$2,000,000
 - c. Commercial General Liability:
 - i. General Aggregate \$2,000,000
 - ii. Each Occurrence \$1,000,000
 - iii. Commercial General Liability shall include bodily injury and property

damage, personal injury, advertising injury, products and completed operations coverage. General Aggregate limit shall apply separately to the project. Contractor's insurance coverage shall be primary and non-contributory.

- d. Automobile Liability: Combined Single Limit of \$1,000,000
- e. Professional Liability:
 - i. General Aggregate \$2,000,000
 - ii. Each Occurrence \$1,000,000
- f. Umbrella Liability: \$2,000,000 per occurrence.

4. The following provisions shall be agreed to by the Offeror:

- a. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the City. The Offeror shall furnish a new certificate prior to any change or cancellation date. The failure of the Offeror to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- b. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Offeror has been issued on a "claims made" basis, the Offeror must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Offeror must either:

 - i. Agree to provide, prior to commencing work under the Contract, certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies and five (5) years for Professional Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Offeror's work under this Contract,
or
 - ii. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
- c. The Offeror must disclose the amount of deductible/self-insured retention applicable to the General Liability, Automobile Liability and Professional Liability policies, if any. The City reserves the right to request additional information to determine if the Offeror has the financial capacity to meet its obligations under a deductible /self-insured plan. If this provision is utilized, the Offeror will be permitted to provide evidence of its ability to fund the deductible /self-insured retention.
- d. Origin of Insurance
 - i. The Offeror agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.

- ii. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Offeror's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.
 - e. Required Certificates
 - i. The Offeror will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
 - ii. The Offeror will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the City. These certified copies will be sent to the City from the Offeror's insurance agent or representative. Any request made under this provision shall be deemed confidential and proprietary.
 - iii. Any certificates provided shall indicate the Contract name and number.
 - f. The City, its officers and employees shall be Endorsed to the Offeror's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the City may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured status must be presented to the City along with a copy of the Endorsement.
 - g. Compliance by the Offeror with the foregoing requirements as to carrying insurance shall not relieve the Offeror of their liabilities provisions of the Contract.
5. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the City from supervising and/or inspecting the project as to the end result. The Offeror shall assume all on-the-job responsibilities as to the control of persons directly employed by it.
 6. Precaution shall be exercised at all times for the protection of Persons (including employees) and property.
 7. The Offeror is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
 8. If an "ACORD" Insurance Certificate form is used by the Offeror's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
 9. The Offeror agrees to waive all rights of subrogation against the City, its officers, employees, and agents.

F. Hold Harmless

The Offeror shall indemnify and hold harmless the City, including its officials and employees, from all liability, losses, costs, damages, claims, causes of action, and suits

of any nature (specifically including reasonable attorney's fees and defense costs incurred with the defense of third party claims) incidental to or brought as a consequence of any negligent act, error, omission, or breach of the applicable professional standard of care by the Offeror and /or its subcontractors. The Offeror agrees that this clause shall include, but is not limited to, claims involving infringement of patent or copyright. This section shall survive completion of the Contract. The City is prohibited from indemnifying Offeror and/or any other third parties.

G. Safety

All Offerors and sub-offerors performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Offerors and sub-offerors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

H. Anti-Discrimination

By submitting their bids, offerors certify to the City 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 Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. 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, sexual orientation, gender identity, national origin, age, disability, 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 the requirements of this section.

- d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
 - e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the City may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
 - f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
2. 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.

I. Ethics in Public Contracting

The provisions contained in § 2.2-4367 through § 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the City. A copy of these provisions may be obtained from the Purchasing Department upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

J. Drug-free Workplace

Every Contract of over \$10,000 shall include the following provisions:

During the performance of this Contract, the Offeror agrees to (i) provide a drug-free workplace for the Offeror'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 Offeror'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 Offeror that the Offeror 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 sub-offeror or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to an Offeror in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

K. Immigration Reform and Control Act of 1986

By entering this Contract, the Offeror certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

L. Exemption from Taxes

Pursuant to Va. Code § 58.1-609.1, the City is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Offeror shall not charge the City for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Offeror, and the Offeror shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by an Offeror for incorporation in or use on a construction project. Nothing in this section shall prohibit the Offeror from including its own sales tax expense in connection with the Contract in its Contract price.

M. Ordering, Invoicing and Payment

All work requested under this Contract shall be placed on a City issued Purchase Order. The Offeror shall not accept credit card orders or payments.

The Offeror shall submit invoices, at the completion of tasks and submission of deliverables; such statement to include a detailed breakdown of all charges for that deliverable.

Payments for services are to be requested as monthly billings submitted by Offeror by the end of the calendar month and payable by the City within 30 days of receipt.

All such invoices will be paid timely by the City unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Offeror shall provide complete cooperation during any such investigation.

All invoices shall be forwarded to the following address:

Director of Public Works
City of Bristol, Virginia
2515 Valley Drive
Bristol, VA 24201

Individual Offerors shall provide their social security numbers and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

Offeror shall provide a current Form W-9 – Request for Taxpayer Identification Number and Certification.

N. Payments to Subcontractors

Within seven (7) days after receipt of amounts paid by the City for work performed by a subcontractor under this Contract, the Offeror shall either:

1. Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under this Contract; or
2. Notify the City and subcontractor, in writing, of his/her intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Offeror shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item 2 above.

Unless otherwise provided under the terms of this Contract interest shall accrue at the rate of one percent (1%) per month.

The Offeror shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Offeror's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the City.

O. Substitutions

NO substitutions, additions or cancellations, including those of key personnel are permitted after Contract award without written approval by the Purchasing Department. Where specific employees are proposed by the Offeror for the work, those employees shall perform the work as long as that employee works for the Offeror, either as an employee or subcontractor unless the City agrees to the substitution. Requests for substitutions will be reviewed by the City and approval may be given by the City at its sole discretion. The City shall be notified immediately by the Offeror when the substitution of key personnel or those identified in the bid may be necessary. The substitution process shall be complete within 14 calendar days of the Offerors notification to the City.

P. Assignment

The Agreement may not be assigned in whole or in part without the prior written consent of the Purchasing Department. The rights and obligations of the Offeror are personal and may be performed only by the Offeror. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

Q. Termination

Subject to the provisions below, the Contract may be terminated by the City upon thirty

(30) days advance written notice to the Offeror; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the City until said work or services are completed and accepted.

1. Termination for Convenience

The City may terminate this Contract for convenience at any time in which case the parties shall negotiate reasonable termination costs.

2. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Offeror shall not be entitled to termination costs.

3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Offeror shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

4. Availability of Funds

It is understood and agreed between the parties herein that the City of Bristol Virginia shall be bound hereunder only to the extent of the funds appropriated and available or which may hereafter become available for the purpose of this agreement.

R. Contractual Disputes

The Offeror shall give written notice to the City Manager of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The Offeror shall submit its invoice for final payment within thirty (30) days after completion or delivery.

The claim, with supporting documentation, shall be submitted to the City Manager by US Mail, return receipt requested, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City Manager shall reduce his decision to writing and mail via U.S. mail or otherwise forward a copy thereof to the Offeror within thirty (30) days of the City's receipt of the claim.

The City Manager's decision shall be final unless the Offeror appeals within thirty (30) days by submitting a written letter of appeal to the City Manager, or his designee. The City Manager shall render a decision within sixty (60) days of receipt of the appeal.

No Offeror shall institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

S. Prime Offeror Responsibilities

The Offeror(s) shall be responsible for completely supervising and directing the work under the resulting Contract(s) and all subcontractors that they may utilize. Subcontractors who perform work under the resulting Contract shall be responsible to the prime Offeror. The Offeror agrees to be fully responsible for the acts and omissions of their subcontractors and of persons employed by them.

T. Ownership of Documents

Any reports, specifications, drawings, blueprints, negatives, electronic files or other documents prepared by the Offeror in the performance of its obligations under the Contract shall be the exclusive property of the City, and all such materials shall be returned to the City upon completion, termination, or cancellation of this Contract. The Offeror shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Offeror's obligations under the resulting Contract without the prior written consent of the City. However, the Offeror may retain file copies which cannot be used without prior written consent of the City. The City agrees that the Offeror shall not be liable for damages, loss, or injury resulting from the future use of the provided documents for other than the project specified when the Offeror is not the firm of record.

U. Submissions

All Project correspondence, design/review documents, reports etc., prepared by the Offeror shall be distributed to the City Manager for each major phase and sub phase of the Project in the quantities as directed. Within thirty (30) days of completion of each Project phase, submit a Project phase completion report with phase documents to the City Manager.

V. Responsibility for Claims and Liabilities

The City's review, approval, or acceptance of, or payment for, any services required shall not be construed to operate as a waiver by the City of any rights or of any cause of action arising out of the Contract. The Offeror shall be and remains liable to the City for the accuracy and competency of plans, specifications, or other documents or work and Offeror is responsible to the City for any costs incurred resulting from any errors, acts or omissions in the performance of any services furnished.

W. Severability

In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

X. Governing Law /Forum

This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia, without giving effect to its conflicts of law's provisions. Any judicial action shall be filed in the Circuit Court for the City of Bristol, Virginia. Offeror expressly waives any objection to venue or jurisdiction of the Circuit Court for the City of Bristol, Virginia. Offeror expressly consents to waiver of service of process in an action pending in the Circuit Court for the City of Bristol, Virginia pursuant to Virginia Code § 8.01-286.1.

Y. Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO OFFEROR:
TBD

TO CITY OF BRISTOL VIRGINIA:
City of Bristol Virginia
Purchasing Department
Emily Compton
300 Lee Street
Bristol, VA 24201

Notice is deemed to have been received: (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service; or (iii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid.

Z. Counterparts

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

AA. Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the contracted for works but excluding any industrial dispute which is specific to the performance of the works or this contract, interruption or failure of electricity or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract.

An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The Offeror has no entitlement and City has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and (2) any delay costs in any way incurred by the Offeror due to an event of force majeure.

BB. Survival of Terms

Upon discharge of this Agreement, Sections (Notice, Hold Harmless, Warranties, Governing Law/Forum, Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

CC. Non-Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

DD. Workmanship and Inspection

All services provided under this Contract shall be performed in a skillful, workmanlike and professional manner. The Offeror and its employees shall be professional and courteous at all times. The City may, in writing, require the Offeror to remove any employee from work for reasonable cause, as determined by the City. Further, the City may, from time to time, make inspections of the services performed under this Agreement. Any inspection by the City does not relieve the Offeror of any responsibility in meeting the Agreement requirements. Offeror employees that have been removed at the direction of the City shall be replaced within seven calendar days after City notification.

EE. Debarment Status

By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia or Federal Government from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia or Federal Government. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the nondebarred vendor will be debarred for the same time period as the debarred vendor.

FF. Supremacy Clause

Notwithstanding any provision in the bidder's/proposer's response to the contrary, the bidder/proposer agrees that the terms and conditions contained in the City of Bristol, Virginia's Invitation to Bid or Request for Proposal prevail over contrary terms and conditions contained in the bidder's/proposer's response.

GG. Equal Employment Opportunity

The offeror hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or

applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The offeror further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted

construction work: Provided, that if the offeror so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The offeror agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The offeror further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the offeror agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the offeror under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such offeror; and refer the case to the Department of Justice for appropriate legal proceedings.

HH. Antitrust

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Bristol Virginia 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 the City of Bristol Virginia under said contract.

II. Good Housekeeping

In accordance with the Clean Water Act, established by the Environmental Protection Agency (EPA) and enforced by the Virginia Department of Environmental Quality (DEQ), the City of Bristol Virginia is required to implement and enforce written procedures as part of the Municipal Separate Storm Sewer System (MS4) permit program requirements to prevent, to the maximum extent practicable, potential pollutants that will lead to a point discharge at a natural drainage way. The City of Bristol Virginia's written procedures are provided in the Good Housekeeping/Pollution Prevention (GH/PP) manual provided to the Contractor. The Contractor shall employ good housekeeping practices outlined in the GH/PP manual and as directed in response to City inspection reports on all City properties and immediately remediate all spills containing potential pollutants as directed in the manual. If, through an audit or inspection, the EPA or DEQ renders fines to the City on account of poor practices determined to be the fault of Contractor, the City reserves the right to collect compensation from the Contractor. Contractors applying pesticides and herbicides shall provide evidence of appropriate certification in accordance with Virginia Law.

By signing the Contract, the Contractor acknowledges receipt of the GH/PP manual and certifies Contractor's understanding of its roles, responsibilities and liabilities associated with the City's MS4 Program. If the Contractor has any questions during the term of this contract concerning the Good Housekeeping and Pollution Prevention Manual, the Contractor may contact the Landfill Environmental & Safety Compliance Officer.

JJ. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

1. All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations, 29 CFR Part 5. Each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
2. Contracts in excess of \$150,000 must contain a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Contract Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.
3. A contract award will not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180.
4. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification per the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award will be disclosed.
5. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cements, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:
 - a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - b. "Manufactured products" means items and construction materials composed

in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

6. Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximized energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

ATTACHMENT A

Sample Contract

(to be completed later)

CONTRACT FOR

Contract Number:

This contract entered into this ___ day of _____ 2023, by _____ hereinafter called the "Contractor" and the City of Bristol Virginia, hereinafter called the "City".

WITNESSETH that the Contractor and the City, in consideration of mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide the services to the City as set forth in the Invitation for Bid attached hereto.

CONTRACT PERIOD: The contract period is from _____.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid in accordance with the Contract Documents in the amount of _____, subject to the Contract Document, **Section 01 22 00** Measurement and Payment and **Section 00 41 13** Bid Form. There shall be no addition(s) or deletion(s) to the Contract without the prior written approval of a Change Order issued by the City.

CONTRACT DOCUMENTS: The Contract Documents shall consist of the contract, Invitation for Bid and all attachments to the Invitation for Bid.

CONTRACTOR:

CITY OF BRISTOL VIRGINIA:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

END OF GENERAL TERMS AND CONDITIONS