

**CITY OF MISSION
SOLICITATION, OFFER AND AWARD FORM**

**SOLICITATION INFORMATION
REQUEST FOR BIDS (RFB)**

1. BID NO.: 20-220-05-01
2. ISSUE DATE: April 17, 2020
3. FOR INFORMATION CONTACT: (No collect calls)
NAME: Crissy Cantu, Buyer
TELEPHONE: (956) 580-8667 **FAX:** (956) 580-8798
E-MAIL: ccantu@missiontexas.us

4. BRIEF DESCRIPTION:

Sludge Management Services

5. PRE-BID CONFERENCE/GENERAL CONTRACTORS MEETING:
(Highly Recommended)
***** There will not be a conference. *****

6. ADVERTISING DATES:
 1st Week of Advertisement Date: __04__ / __17__ / 20__
 2nd Week of Advertisement Date: __04__ / __24__ / 20__

7. SUBMIT OFFER TO:
Mailing/Hand/Commercial Courier Delivery

**City of Mission
 Purchasing Department**
 1201 E. 8th Street R101
 Mission, TX 78572
 Bid # 20-220-05-01

8. OFFER SUBMISSION DUE DATE AND TIME:
DATE: May 1, 2020
TIME: 2:00 PM CST

9. No Facsimiles or late arrivals will be accepted. Any bids received after offer submission due date and time will not be opened and will be returned. City of Mission Purchasing Department time stamp clock will be the governing time for acceptability of bids. Overnight mail must also be properly labeled on the outside of the express envelope or package in reference to RFB.

10. SUBMIT WITH OFFER: Original offer and 2 photocopies including documents and attachments so indicated on Page 2 of this form.

11. Offers submitted in response to an RFB will be opened publicly by The City of Mission Purchasing Department, immediately after the submission due date and time. Offers submitted in response to an RFP will NOT be publicly opened.

12. FIRM OFFER PERIOD: Offers submitted shall remain firm for a period of 60 calendar days from the final due date for bids.

13. NOTE: For Invitation for Bids, "offer" and "offeror" mean "bid" and "bidder".

**OFFER
(To be completed by Offeror)**

14. In compliance with the above, the undersigned agrees, if this offer is accepted within the period specified in Block 12, above, to furnish any or all items, or provide the service(s), upon which prices are offered in the Schedule at the price set opposite each item or service, and to deliver the item(s) and or perform the service(s) at the designated location(s) within the time specified.

15. BIDDERS NAME, ADDRESS: (Type or Print)

TELEPHONE: **E-MAIL:**
CELL PHONE: **FAX:**

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN THE OFFER: (Type or Print)

17. BIDDERS SIGNATURE & DATE:

**AWARD
(To be completed by City of Mission)**

18. TOTAL AMOUNT OF AWARD:

19. PURCHASING AGENT SIGNATURE & DATE OF AWARD:

 Name: _____ Signature: _____ Date: ____/____/____

SOLICITATION INDEX

20. CONTENTS: (DOCUMENTS WITH A YES ARE TO BE SUBMITTED WITH OFFER)

	NAME	FORM DESCRIPTION	SUBMIT WITH OFFER?
●	Cover Sheet	Solicitation, Offer and Award Form (Complete in its entirety to include Sign and Date)	YES
●	Instructions to Bidders	General Terms & Conditions	YES
		Bid Bond of 5% of Total Amount of Bid	YES
		Delivery Terms	YES
		Insurance Certificate	NO
●	Non-Collusive Bidding Certificate	Vendor Acknowledgement Form (Signed & Executed)	YES
●	Pricing Schedule	Signed and Completed (Signed & Executed)	YES
●	Addenda Checklist	Confirmation Receipt of Addendum(s) (Signed & Executed)	YES
●	Contractor Site Visit Checklist	Confirmation of Site Visit (Signed & Executed)	YES
●	Bidder's General Questionnaire	General Questions (Supporting Documentations) (Signed & Executed)	YES
●	CIQ Questionnaire	Conflict of Interest Questionnaire This form will be requested before Award of Contract (Signed and Executed)	NO
●	Specifications/Scope of Work	Description of Sludge Management Services	YES

21. ACKNOWLEDGMENT OF ADDENDUMS:	ADDENDUMS #	DATE	ADDENDUMS #	DATE
Offeror acknowledges receipt of the following addendum(s) to the solicitation: (Identify addendum number and date of each.)				

*****Firm name and authorized signature must appear on each page that calls For this information. Failure to do so may disqualify your Bid *****

City of Mission
Instructions to Bidder – General Terms & Conditions
Bid Name/No.: Sludge Management Services / 20-220-05-01

Please read your specifications thoroughly and be sure that the offered complies with all requirements. Any variation from the specifications will not be allowed. If you are the successful bidder, it will be required that **“Sludge Management Services”** be provided as specified.

- (1) Sealed bids will be received for **“Sludge Management Services”** in accordance with the specifications attached hereto.
- (2) The item(s) under this proposal shall be new and unused. All specifications shown are minimum requirements. There is no intention to disqualify any bidder who can meet these specifications.
- (3) **One (1) original and two (2) copies** of RFB **must** be enclosed in a **sealed envelope with vendor’s name and return address clearly typed/printed on upper left hand corner and proper notation clearly type/printed on the lower left hand corner “Request for Bids” – “Sludge Management Services - Bid No. 20-220-05-01”** and delivered to City of Mission Purchasing Department, 1201 East 8th Street, Mission, Texas 78572 on or before 2:00 p.m., Friday, May 1, 2020. **No Facsimiles or late arrivals will be accepted. Any RFB received after that time will not be opened and will be returned. Overnight mail must also be properly labeled on the outside of express envelope or package in reference to RFB.**
- (4) Bids must give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or **AUTHORITY TO BIND HIS FIRM IN A CONTRACT.** *Firm name and authorized signature must appear on each page that calls for this information.*
- (5) Acknowledgment of Addendums to Invitation for Bids
 - (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
 - (b) Bidders shall acknowledge receipt of any addendums to this solicitation: (1) by signing and returning the addendums; or (2) by identifying the addendums number and date in the space provided for this purpose on the bid form; or (3) by letter or telegram. The City must receive the acknowledgment by the time and at the place specified for receipt of bids.
- (6) Bids **cannot** be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Mission.
- (7) **STATE SALES TAX MUST NOT BE INCLUDED IN BID.** Contractors are not tax exempt.
- (8) Any additions, deletions, or variations from the following specifications will not be allowed. Any parts not specifically mentioned which are necessary for the work to be complete and for use or which are normally furnished as standard equipment shall be furnished by the successful bidder and shall confirm in strength, quality, and workmanship to the accepted standard of the industry.
- (9) Evaluation and Basis for Award
 - (A) One Award

One contract award is anticipated under this solicitation. Multiple contract awards shall not be made.
 - (B) Estimated Quantities

The quantities specified in the Schedule are estimates only, are used as a basis for determining award of the contract. Purchases will be made in amounts needed and on an as needed basis.

(C) Unit and Extended Pricing

Offerors shall insert the unit price and extended amount for each line item offered on the price schedule. If a line item is offered at "No Cost," enter "No Cost" in the unit price column. Additionally, offerors shall calculate and insert the total price in the space provided on the price schedule. In the event of discrepancies in extended price, unit prices will govern. Cost for delivery is to be included in the unit and extended price. Bids subject to unlimited price increase will not be considered.

(D) All or None Pricing

Failure of an offeror to provide prices for all line items listed on the Schedule shall be cause for rejection of the entire offer. However, an offeror may enter "No Cost" in the unit price and extended amount columns to indicate that the item is being offered at "No Cost."

(E) Delivery Terms

Show guaranteed exact cost to deliver in unit price. Bid in units of quantity specified extend and show total. In the event of discrepancies in extended price, unit prices will govern. Bids subject to unlimited price increase will not be considered.

(10) Award of Contract

(A) The contract will be awarded to the lowest responsive and responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the City, price and other factors considered. A responsible bidder is one who affirmatively demonstrates to the City that the bidder has adequate financial resources and the requisite capacity, capability, and facilities to perform the contract within the delivery period or period of performance, has a satisfactory record of performance on other comparable projects, has a satisfactory record of integrity and business ethics, and is otherwise qualified and eligible to receive award under the solicitation and laws or regulations applicable to the procurement.

(B) In determining the best value for the municipality, the municipality may consider:

- 1) the purchase price;
- 2) the reputation of the bidder and of the bidder's goods or services;
- 3) the quality of the bidder's goods or services;
- 4) the extent to which the goods or services meet the municipality's needs;
- 5) the bidder's past relationship with the municipality;
- 6) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- 7) the total long-term cost to the municipality to acquire the bidder's goods or services; and
- 8) any relevant criteria specifically listed in the request for bids or proposals.

(11) Contract will be for a period of two (2) years, commencing from date of award. It is at the sole option of the City of Mission to exercise two, one-year extensions. The total duration of this contract, including the exercise of any renewals under this clause, shall not exceed four (4) years.

(12) When delay can be foreseen, bidder shall give prior notice to the City of Mission. Bidder must keep City of Mission advised at all times of status of order. Default in promised delivery (without acceptable reasons) or failure to meet specifications, authorizes the City of Mission to purchase such deliver/service "**Sludge Management Services**" off contract. The contractor will be liable for any increase in cost incurred due to defaulting for "**Sludge Management Services**".

- a. Acceptable reasons for delayed delivery(ies) are as follows; Act of God (floods, tornadoes, hurricanes, etc.), acts of government, fire strikes, war. Actions beyond the control of the successful bidder.

(13) Quote F.O.B. Mission, Texas. If not quoting, show guaranteed exact cost for services. Bid in units of quantity specified extend and show total.

- (14) The City may hold bids **60 days** after bid opening without taking action. Bidders are required to hold their bids firm for same period of time.
- (15) The City of Mission reserves the right to reject any or all bids, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Mission.
- (16) Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type, style or quality of material desired. If a bidder quotes on an article other than the one specified, which he/she considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the article called for.
- (17) The bidder agrees to indemnify and save harmless the City, the Purchasing Agent and any assistants from all suits and actions of every nature and descriptive brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he/she shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.
- (18) **Bidder shall carefully examine the bid forms, general terms and conditions, and specifications.** Should the bidder find discrepancies in, or omissions from bid forms, general terms and conditions, specifications, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent (Mission City Hall, (956) 580-8667) and obtain clarification by addendum prior to submitting any bid.

(19) **BILLING AND PAYMENT INSTRUCTIONS:**

Invoices must include:

- a. Name and address of successful vendor
- b. Name and address of receiving department or official
- c. Purchase Order Number (if any)
- d. Notation - **“Sludge Management Services ”**
- e. Descriptive information as to the items or services delivered, including product code, item number, quantity etc.

The City of Mission will execute payment by mail within thirty (30) working days. No other method of payment will be considered.

- (20) Funds for this procurement have been provided through the City budget for this fiscal year only. City, on an annual basis, has the right to reconsider a contract during the budget process for the ensuing years if financial resources of City are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the City which is payable out of funds beyond the current fiscal year.
- (21) The bidder is specifically advised that the bid must be accompanied by a bid bond from a reliable surety company licensed to operate in the State of Texas, totaling five percent (5%) of the total amount of the bid, as a guaranty that if awarded the bid, the bidder shall meet all specification requirements and delivery date(s). A certified cashier's check will be allowed in lieu of a bid bond for five (5%) of the total amount for the project.
 - a) Bidder's failure to comply with general terms & conditions, specification requirements, and delivery date(s) shall forfeit the check(s) or bid bond(s) as identified in this paragraph of these general terms and conditions to bidders. Such check(s) or bid bond(s) will be returned to all except three lowest bidders within ten(10) business days after opening of bids, and the remaining check(s) or bid bond(s) to exclude the successful bidders will be returned promptly after an official awarded of contract.
 - b) Certified cashier's check or bid bond from a reliable surety company of the awarded bidder shall be returned upon receipt of final delivery/acceptance of said goods or services along with payment/performance bond(s) by the Owner. If no award has been made within (60) days after opening of bids, check(s) and/or bid bond(s) will be returned accordingly.

- (22) The geographical location(s) of bidder's facilities referenced **"Sludge Management Services"** given due consideration in determining the lowest responsible bidder. All items will be evaluated and awarded individually or in any combination thereof.
- (23) Bidders are advised that any part of the specifications that are not met within the time of completion/delivery regardless of how major or minor it might be shall be grounds for none acceptance of delivery and forfeiture of bid bond.
- (24) The City of Mission reserves the right to waive or take exception to any part of the specifications when in the best interest of the City of Mission.
- (25) LIQUIDATED DAMAGES FOR DELAY: And the CONTRACTOR agrees that time is the essence of this contract, and that for each day of delay beyond the number of working days herein agreed upon for the completion of the work herein specified and contracted for (after due allowance for such extension of time as is provided for under Extension of Time herein) above the OWNER may withhold permanently for the CONTRACTOR'S total compensation, the sum of two hundred fifty dollars per day Dollars \$250.00/day as stipulated damages for such delay.
- (26) Bidders must comply with all applicable federal, state and local laws, rules, regulations and ordinances and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- (27) Bidders are advised that they must be in compliance with the below mentioned law:
CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Mission not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

(28) Insurance Requirements for Supply/Services and/or Construction

- (a) Required Coverage. The Contractor shall, at all times during the term of this contract and extended terms thereof, provide and maintain the following types of insurance protecting the interests of the City of Mission and the Contractor with limits of liability not less than those specified below.

Commercial General Liability insurance or its equivalent, **listing City of Mission as an additional insured**, providing limits of not less than \$500,000 for bodily injury and property damage per occurrence, consistent with potential exposure to City under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims arising out of the services, construction, etc. provided with a general aggregate of \$1,000,000, and a products and completed operations aggregate of \$1,000,000. Coverage should include: Damaged to rented premises at a minimum of \$100,000 per occurrence. There shall not be any policy exclusions or limitations for the following as well:

Contractual Liability covering Contractor's obligations herein
 Personal Injury Advertising Liability
 Medical Payments

Fire Damage Legal Liability
Broad Form Property Damage
Liability for Independent Contractors

- (b) Automobile liability insurance policy with combined single limit of at least Five Hundred Thousand Dollars (\$500,000.00) per occurrence, consistent with potential exposure to City under the Texas Tort Claims Act.
- (c) Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
- (d) A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of City consistent with potential exposure of City under the Texas Tort Claims Act;
- (e) Workers' Compensation and Employers' Liability- insurance is equivalent to State of Texas Workers' Compensation Statutory Limits, providing limits of not less than \$1,000,000 for each accident, each disease per employee \$1,000,000, and policy limit of no less than \$1,000,000. There shall not be any policy exclusions or limitations.
- (f) Certificates of Insurance. Before commencing execution of this contract, and within 7 calendar days from date of award of contract, the Contractor shall furnish Original proof of insurance via Certificates of Insurance satisfactory to the City of Mission at the following addresses,

City of Mission
Crissy Cantu, Buyer
1201 E. 8th Street
Mission, TX 78572
Bid # 20-220-05-01

evidencing that insurance as required by paragraph (a) above is in force, stating policy number dates of expiration and limits of liability thereunder. All copies of policies and Certificates of Insurance submitted to the City shall be in a form and content acceptable to the City.

- (g) Approval of Forms and Companies. All coverage described in this contract shall be in a form and content satisfactory to the Purchasing Agent. No party subject to the provisions of this contract shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein. All insurance should be provided by insurance companies with a Best's rating of A- or better. Please include proof of such rating with your coverage documents.
- (h) Additional Insured Endorsement. The policy or policies providing Commercial General Liability, and as otherwise required above, shall be endorsed to name City of Mission, their directors, officers, representatives, agents, and employees as Additional Insurers with respects to operations performed by or on behalf of the Contractor in the performance of this contract via ISO endorsements CG 2037 or its equivalent. The policy shall also be endorsed to name other interests as directed by City of Mission.
- (i) Notice of Cancellation or Material Changes. Policies and/or Certificates shall **specifically** provide that a thirty (30) day notice of cancellation, non-renewal, or material change be sent to the City.
- (j) Multiple Policies. The limits of liability as required above may be provided by a single policy of insurance or a combination of primary, excess, or umbrella liability policies. But in no event shall the total limit of liability of any one occurrence or accident be less that the amount shown above.
- (k) Deductibles. Companies issuing the insurance policies and the Contractor shall have no recourse against the City for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Contractor.

- (l) Subcontractors. If any part of the work is sublet, the Contractor shall require any and all subcontractors performing work under this contract to carry General Liability and Products, and Construction Liability Insurance, with limits of liability that Contractor shall deem appropriate and adequate to protect the interests of the City. In the event a subcontractor is unable to furnish insurance in accordance to section (a) above, the Contractor shall endorse the subcontractor as an Additional Insured. Insurance certificates for subcontractors shall be furnished to the City of Mission upon request.
- (m) No Release. The carrying of the above-described coverage shall in no way be interpreted as relieving the Contractor of any other responsibility or liability under this agreement, or any applicable law, statute, regulation, or order.

(29) Disclosure of Interested Parties

Contractor is to comply with Government Code Section 2252.908 enacted by H.B. 1295, which prohibits a government entity or state agency from entering into certain contracts with a business entity unless the business entity submits a disclosure of interested parties. For more information, go to the Texas Ethics Commission web page at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

- (30) Termination of Contract:** The City of Mission reserves the right to terminate the contract if, in the opinion of the City of Mission, the successful vendor's and/or contractors performance is not acceptable, if the City is being repeatedly overcharged, improperly charged, no funds available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a **30-day notice**.

(31) Appeal Process

An appeal may be brought by the lowest bidder deemed to have been non-responsive and/or not responsible. Appeals are limited to the following:

1. Matters of bias, discrimination, or conflict of interest
2. Computing errors and alleged improprieties or ambiguities in bid specifications; and
3. Non-compliance with procedures described in solicitation or City Policy.

The appeal must be in writing and shall be filed with the Purchasing Director at:

City of Mission
Eduardo Belmarez, Purchasing Director
1201 E. 8th Street, Room R-101
Mission, Texas 78572

Appeals must include the following information:

- a. Name, address, email, telephone and fax number of appellant;
- b. Bid identification number;
- c. A detailed description of the legal and factual basis of the appeal (include any and all relevant documents, diagrams, photos, etc.);
- d. The desired outcome/solution;
- e. Signed and dated

All appeals must be filed within three (3) working days from the date of award by City Council. Untimely appeals will not be considered. Upon receipt of the appeal, the Purchasing Director will have three (3) working days to attempt to clarify or resolve any issues addressed in the request for appeal.

If the appeal is not resolved with the Purchasing Director, then it shall be considered at a public hearing at the next City Council meeting. All determinations made by the City Council are final.

City of Mission
Scope of Service
Bid Name/No.: “Sludge Management Services”/ 20-220-05-01

Scope of Service: The City of Mission is accepting bids for Sludge Management Services for the Waste Water and Water Treatment Plants.

Descriptions

The City of Mission produces sludge from the treatment of sewage at its wastewater plants and from the treatment of raw water at its water treatment plants. The sludge is dewatered using mechanical belt press. The sewage treated is domestic in origin and there is no large accumulation of heavy metals.

The City of Mission is seeking to contract the management and removal of sludge generated at the City of Mission Treatment Plants. With this contract the City of Mission wishes to address the economic and environmental aspects of sludge handling activities.

Requirements

The work to be performed under the provisions of this contract documents for the City of Mission consists of furnishing all material, equipment and labor needed for the removal transportation and disposal and/or beneficial use of sludge from the City Treatment Plants. Furnishing material, equipment, labor the bidder will provide rolloff(s), the truck(s) to haul off the sludge, and the driver(s). The City of Mission Waste Water Treatment Plant (WWTP) will fill rolloff(s). It will be the responsibility of the bidder to haul away the sludge to a disposal area or landfill. The Bidder shall properly complete and provide Plant Staff with a trip ticket, also called waste manifests, for each truck transporting sludge.

Municipal sludge meeting Class B standards shall be removed from the City’s Treatment Plants and transported to and disposed of at a TCEQ permitted landfill and/or land farm site in a beneficial and environmentally sound manner. The Sludge Manager shall provide a list of TCEQ permit numbers for landfill and/or land application sites to be used for disposal with the proposal.

The Bidder shall provide the City of Mission with enough personnel, staff (drivers) and equipment to perform the transportation and disposal of sludge in a timely and professional manner. A work schedule shall be coordinated with and approved by the City of Mission. Bidder shall provide along with their proposal a detailed inventory of equipment to be used for the pickup and disposal of sludge.

It shall be the responsibility of the Bidder to meet all applicable Federal and/or State laws, City Ordinances and safety requirements while engaged in performing the pickup and disposal of sludge to include waste manifests.

Bidder shall be capable of removing sludge containers from the Treatment plants in adverse weather conditions, the exceptions being, hurricanes, and tornadoes as reported by the National Weather Service.

Neither the Bidder nor his/her employees engaged in providing the services of pick up and disposal of sludge shall be considered employees of the City of Mission and the method and manner of the performance of such undertaking shall be under the exclusive control of the Bidder’s service personnel.

Bidder proposed to provide the City of Mission with enough equipment to perform the pickup and disposal of sludge in a timely and professional manner. A work schedule shall be coordinated with and approved by the Superintendent of the Wastewater and Water Treatment Plants.

Bidder must utilize the type of equipment and/or processes that are approved to be used in the pickup and disposal of sludge by the proper authority in the State of Texas that regulates this type of work.

Pickup Locations: City of Mission, North Water, South Water, Waste Water Treatment Plants, and City Reservoir

All pickups shall be done by the contractor at the locations designated by the City of Mission personnel at time of order. Services are typically needed M-F.

- The following are the locations for Water Treatment Plant Sludge Pickup:
 - 1.) North Water Treatment Plant
2801 N Holland Avenue
Mission, Texas 78572
 - 2.) South Water Treatment Plant
514 Perkins Avenue
Mission, Texas 78572
 - 3.) City Reservoir
4th St. and Perkins Ave.
Mission, TX 78572

- The following is the location for Wastewater Treatment Plant Sludge Pickup:
 - 1.) Waste Water Treatment Plant
906 S. Conway Avenue
Mission, Texas 78572

Stockpiling of Sludge

No stockpiling of sludge will be allowed on the plant premises at any given time unless otherwise permitted by Plant Supervisor.

Sludge Characterization

Before land applying the sludge, the Bidder shall perform the following analysis on the material as required by State and Federal Rules:

1. TCLP (Determines the sludge is non-hazardous.)
2. Metals & Nutrients Analysis (Cu, Cd, Pb, Ni, Se, Cr, As, Mo, Hg, Total N, Ammonia N, Nitrate N, P, K)
3. Class B Determination (Fecal Coliform and SOUR Test)
4. PCB Test

Sludge Records

Bidder shall pick up and dispose of sludge during the Plant's normal working hours, unless otherwise dictated by the City of Mission.

For the removal of Sludge, the Bidder shall have at least three 25 cubic yard watertight roll off boxes at the plant sites at all times. Watertight rolloff(s) is required in the event of rainfall and in order to avoid any potential hazardous leakage. Open top rolloff(s) is required since our belt press is loading sludge from a conveyor system.

Sludge is averaging approximately 18%-19% solids and it is fairly dry but it will depend on humidity. During the summer months sludge is drier than the winter months. Sludge does pass the paint filter test.

The City of Mission's personnel and equipment will load the boxes with approximately 22 cubic yards of Biosolids. The Bidder shall landfill and/or apply the biosolids, and send reports to the City of Mission with enough time for reporting purposes. The Bidder shall provide TCEQ Reports dealing with Sludge Activity before the submittal due dates. A yearly report shall be submitted to the City of Mission detailing amount, type and date of sludge hauled from the facility throughout the year.

The Bidder who land applies sludge shall provide a monthly report, which includes the following information required by TCEQ.

1. Amount of Sludge disposal weight (lbs./acre) at each disposal site
2. Dates of disposal
3. Identity of hauler(s)

4. Location of disposal site(s)
5. Method of final disposal
6. Owner of disposal site
7. TCLP Test: pass/fail
8. Level of disinfection attained
9. Land usage to which sewage sludge has been applied, including type of crop grown.
10. Annual and cumulative loadings of metals applied in lbs./ acre for each disposal site.
11. Maximum cadmium loading allowed and cumulative amount in lbs. / acre.
12. Maximum loading allowed of copper, lead, nickel, and zinc and cumulative amount in lbs./acre for each metal.
13. PCB concentration in sludge in mg/kg.

It is recognized that some of the test will not be required if a landfill site is used for sludge disposal.

Dried Sludge Requirements

The sludge will be picked up on a daily basis or as needed as determined by City staff from the City's Wastewater or Water Treatment Plants.

Weather condition shall not affect the sludge manager from hauling sludge from plant sites.

The City will contact the Sludge Manager twenty-four (24) hours in advance when containers need to be hauled away.

Sludge Manager's personnel will need to log in and out with plant operator on all trips.

Sludge Manager will provide all labor and equipment for the removal of the sludge. Equipment provided shall be 25 cubic yard roll off containers with wheel bottoms on all four corners of containers.

Additional Requirements

The Sludge Manager must be able to provide liquid hauling and mobile dewatering service upon the City's request. Liquid hauling of sludge is an alternative in the event the City of Mission WWTP has equipment failures with the Dewatering Belt Press. The City would still need to remove sludge but in liquid form and the liquids are from the same source. Depending on down time of our belt press an average weekly liquid haul will be about 150,000-200,000 gallons. The liquid hauling of sludge will be treated just like dry sludge; disposal to your site and you will need a liquid hauler with pump and how to draw out the liquid sludge from our holding tanks. The water plants will have operational a dewatering belt press midyear, but most of their water sludge is 50%-60% wet.

End dump disposal service is required, such as an open end tractor trailer for when your company has a shortage of rolloff(s) this will help to haul our sludge to your disposal site. Estimated time to fill up end dump would be 4-5 hours from belt press dewatering. End dump services are another alternative to hauling off sludge for disposal when rolloff(s) are not available due to servicing, repairs, maintenance, etc....

Jockey truck rental may be required for transporting several roll-off(s) at one time when trucks break down, or in maintenance. This will help to keep pickup of sludge for disposal in a timely manner/schedule as required. This is only in the event truck(s) break down and sludge disposal is needed to be picked up.

Inspections

All records of the City of Mission's disposal activities as well as all land application sites utilized by the Bidder for the City of Mission's sludge will be open to the City's representatives. The City of Mission shall have the right of inspection of all work being performed, at the City's discretion.

References / Experience

Bidder shall have two (2) years' experience and shall provide the City of Mission with a list of references (See Business Questionnaire) and information validating the bidder's knowledge and familiarity with the management, transportation and disposal of sludge waste in full compliance with local, state and federal regulations. Include name of contact person, telephone number and type and size of operation.

**City Of Mission
Pricing Schedule
Bid Name/No.: "Sludge Management Services"/ 20-220-05-01**

For any questions directly regarding the "**Sludge Management Services - Bid No. 20-220-05-01**", please call or email:
 Crissy Cantu, Buyer: ccantu@missiontexas.us
 Telephone: (956) 580-8667

NOTE: For invitations for Bids the terms "Offer" and "Offeror" shall mean "Bid" and "Bidder", respectively; and for Requests for Proposal terms "Bid" and "Bidder" shall mean "Offer" and "Offeror", respectively, in this solicitation and any associated exhibits. Bids must be submitted on all quantities specified on this schedule.

The Offeror is required to Sign and Date Each Page of the Schedule
Submit All Pages with the Offer.

ITEM NO.	BASE TERM (ONE YEAR) DESCRIPTION	UOM	ESTIMATED QTY.	UNIT PRICE \$	EXTENDED PRICE \$
Waste and Water Treatment Plants (Land Applications)					
1	Transport & Disposal of Roll-off containers	Load	659		
2	Roll-off container rental	Load	659		
3	Liquid Disposal	Gallon	150,000		
4	Vacuum Truck with Driver (6000 gallon)	Hr	150		
North Water Plant (Land Application and/or Landfill)					
5	Transport & Disposal of Roll-off containers	Load	80		
South Water Plant (Land Application and/or Landfill)					
6	Transport & Disposal of Roll-off containers	Load	80		
Cost For Testing					
7	TCLP	Test	1		
8	PCB Test (Quarterly)	Test	4		
9	BLF (metals & nutrients)	Test	1		
10	Class B Determination (fecal & sour) (Quarterly)	Test	4		
Total Base Amount for Line Items 1-10					

Renewal Terms: The City of Mission shall reserve the option to renew this order for an additional two (2) consecutive, one (1) year periods at the end of the service period. A bidder may offer a fixed maximum percentage of escalation for each of the additional two years. The term of this contract shall be two (2) years from contract award date. The amount of escalation will be taken into consideration in evaluation of the bid. State maximum percentage of escalation as follows:

* _____ % 1st year renewal term

* _____ % 2nd year renewal term

***IF NO PERCENTAGE OF ESCALATION IS INCLUDED A ZERO PERCENTAGE WILL BE ASSUMED.**

Company Name: _____
Owner or President Name: _____
Company Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Fax Number: _____
Email: _____
Federal ID or SS# Number: _____

**Company Authorized Representative's Signature

Date

Company Representative's Name (Please Print)

Company Representative's Title

**Signature on this form indicates agreement with "Instructions to Bidder-General Terms and Conditions, Pricing, and Specifications"

City Of Mission
Vendor Acknowledgment Form - Non-Collusive Bidding Certification
Bid Name/No.: "Sludge Management Services"/ 20-220-05-01

I/We have read instructions to bidder and specifications. My/Our bid conforms to all bid specifications, conditions, and instructions as outlined by *CITY OF MISSION*.

Signing the Acknowledgment Form confirms that our company will enter into a binding contract with CITY OF MISSION for item(s) awarded to our company. I/We have read instructions to bidder and specifications.

The undersigned Bidder, by signing and executing this bid, certifies and represents to the CITY OF MISSION that Bidder has not been offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the CITY OF MISSION concerning this bid on the basis of any consideration not authorized by law; the Bidder also certifies and represents that Bidder has not received any information not available to other bidders so as to give the undersigned a preferential advantage with respect to this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or member of the CITY OF MISSION in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or member of CITY OF MISSION in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

Date: _____
Company Name: _____
Signature: _____
Title: _____

Note: This form, along with the Execution of Offer, must be filled in and submitted with the sealed bid.

**City of Mission
Addenda Checklist
Bid Name/No.: Sludge Management Services / 20-220-05-01**

Bid of: _____
(Bidder Company Name)

To: City of Mission

Ref.: "Sludge Management Services"/ 20-220-05-01

Ladies and Gentlemen:

The undersigned Bidder hereby acknowledges receipt of the following Addenda to the captioned RFB (initial if applicable).

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____

Respectfully submitted,

Bidder: _____

By: _____

(Authorized Signature for Bidder)

Name: _____

Title: _____

Date: _____

**CITY OF MISSION
CONTRACTOR SITE VISIT CHECKLIST
BID NAME/NO.: "Sludge Management Services"/ 20-220-05-01**

Bid of: _____
(Bidder Company Name)

To: City of Mission

Ref.: Sludge Management Services RFB No.: 20-220-05-01

Ladies and Gentlemen:

The undersigned Bidder hereby acknowledges site visit was done for the following projects:
(Please concur with a check mark and signature below)

Plants

City Reservoir _____

Respectfully submitted,

Bidder: _____

By: _____

(Authorized Signature for Bidder)

Name: _____

Title: _____

Date: _____

GENERAL BUSINESS QUESTIONNAIRE
(SUPPLIES, SERVICES AND CONSTRUCTION)

This questionnaire, the requested list of references and the authorization to release financial information are used in part to assist in determining a potential contractor's responsibility. Offerors shall submit the General Business Questionnaire information within two (2) work days from the date of notification by the City, or with the offer, if so indicated in the Table of Contents page 2 of the Solicitation, Offer and Award Form. All information must be current and traceable. Each venturer of a joint venture must submit a separate signed form.

City of Mission reserves the right to make additional inquiries based on information submitted, or the lack thereof. Questions concerning this questionnaire or the authorization form should be directed to the contact person identified on the Solicitation, Offer and Award Form. In cases where a question does not apply or if unable to respond, offeror should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Offeror will explain the reason when responding N/A or N/R.

1. Name of Offeror ("Business"): _____

2. List name(s) and business address of officers and directors for corporations, partners for partnerships, and venturers for joint ventures (attach additional pages as necessary).

3. Number of years in business under present business name: _____

4. If applicable, list all other names under which the Business identified above operated in the last 5 years.

5. Annual Gross Revenue (Past year): (M represents millions, K represents thousands)
\$100K or less \$100K-\$500K \$500K-\$1M \$1M-\$5M \$5M-\$10M
\$10M-\$16M \$16M or Over

6. Will bidder/proposer provide a copy of its financial statements for the past two (2) years, if requested by City of Mission? Yes No

7. Number of current employees: _____

8. Has the Business, or any officer or partner thereof, failed to complete a contract? Yes No

9. Is any litigation pending against the Business? Yes No

10. Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, offeror needs to explain the expected impact, both in organizational and directional terms. Yes No

11. Has the Business ever been declared "not responsible" for the purpose of any governmental agency contract award? Yes No
12. Has the Business been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes No
13. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes No
14. Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default? Yes No
15. Is the Business in arrears on any contract or debt? Yes No
16. Has the Business been a defaulter, as a principal, surety, or otherwise? Yes No
17. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes No
18. Does offeror have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Bidder will provide a copy of the plan. Yes No
19. Does offeror have quality assurance program? If yes, offeror will describe its quality assurance program, its quality requirements, and how they are measured. Yes No
20. If a "yes" response is given under questions 9 through 19, please provide a detailed explanation including dates, reference to contract information, contacts, etc. (attach additional pages as necessary).

I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in this questionnaire is true and correct. I understand that any false statements or misrepresentations regarding the Business named above may result in: 1) termination of any or all contracts which City of Mission has or may have with the Business; 2) disqualification of the Business from consideration for contracts; 3) removal of the Business from City of Mission's vendors' list; or/and 4) legal action(s) applicable under federal, state, or local law.

Name: _____ Title: _____
 Signature: _____ Date: _____
 (Owner, CEO, President, Majority Stockholder or Designated Representative)

LIST OF REFERENCES FOR SIMILAR PROJECTS

Use additional pages as necessary.

1. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address:

2. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address:

3. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address:

4. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address: