

City of Weslaco

"The City on the Grow"



Miguel D. Wise, Mayor
John F. Cuellar, Mayor Pro-Tem, District 2
David R. Fox, Commissioner, District 1
Olga M. Noriega, Commissioner, District 3
Gerardo "Jerry" Tafolla, Commissioner, District 4
Lupe V. Rivera, Commissioner, District 5
Joe A. Martinez, Commissioner, District 6

Leonardo Olivares, City Manager

CITY OF WESLACO

Invitation to Bid

The City of Weslaco hereby requests sealed bids for the following:

Sludge Transportation & Disposal = RFB No.: 2012-13-12

Sealed bids addressed to Homer Rhodes, will be accepted at the Weslaco City Hall Purchasing Office, 255 S. Kansas Avenue, Weslaco, Texas 78596, until **3:00 p.m.** on **September 13, 2013**, at which time they will be opened and read aloud. Please mark envelope, "**Sludge Transportation & Disposal, RFB No. 2012-13-12.**"

Potential Bidders/Respondents are advised that the bidding documents can be downloaded from the City of Weslaco web page address: www.weslacotx.gov, and may also be secured at the Weslaco City Hall Purchasing Office, 255 S. Kansas Avenue, Weslaco, Texas 78596, or by calling 956.447.2240. Be advised that if your company is contemplating on bidding this project you must contact the Purchasing Office, so that any changes/additions via addendum form can be forwarded to your company. (Please include your company name, address, e-mail, telephone and fax, and contact person). **No electronic bids will be accepted.**

The City of Weslaco reserves the right to accept or reject any or all bids, to waive any informalities, and to accept the bid to be the best and most advantageous to the City and to hold bids for a period of forty-five (45) days without taking action, for the purpose of reviewing the bids and investigation of bidders' qualifications prior to bid award. Bids submitted past the aforementioned date and time will not be accepted.

City of Weslaco

A handwritten signature in blue ink that reads "Homer Rhodes". The signature is fluid and cursive.

Homer Rhodes,
Purchasing Office

VENDOR'S NOTICE OF INTENT TO SUBMIT A BID

If you intend to submit a bid for **Sludge Transportation & Disposal** with the City of Weslaco as outlined in the specifications, please indicate your intention by signing, dating, and returning this form to the address below prior to **September 13, 2013** so that you may receive any addendums to the specifications should the need arise.

**Homer Rhodes
City of Weslaco
Purchasing Office
255 S. Kansas Avenue
Weslaco, Texas 78596
Phone: 956.447.2240
Fax: 956.969.8452
hrhodes@weslacotx.gov**

Name: _____ (print / contact person)	Signature: _____
Title: _____	Company/Agency: _____
Mailing Address: _____	City/State/Zip: _____
Phone: _____	Fax: _____
Email Address: _____	

Bid No.: 2012-13-12

BID 2012-13-12
SLUDGE TRANSPORTATION AND DISPOSAL

SPECIFICATIONS (MINIMUM):

INTENT: The City of Weslaco seeks competitive bids on the sludge transportation and disposal to permitted solid waste landfill. The purpose of these specifications is to describe the minimum requirements of the City of Weslaco. This contract is intended for routine and continuous usage.

Any governmental entity that has an Inter-local Agreement with the City of Weslaco shall be allowed to utilize this contract if there is a mutual agreement between the entity and the contractor. Any usage by any entity from this contract shall be between successful supplier and the individual entity, and shall not affect the award of this bid.

REQUIREMENTS: Any variance in any item must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to have a valid bid. Any exceptions taken may be just cause for disqualification.

GENERAL CONDITIONS: Sections must be filled out completely. The bid shall be awarded the vendor who provides goods or services at the best value for the City. Sections will be considered separately and may be awarded as such.

QUANTITIES: Proposed quantities are and may be subject to additions and/or deletions prior to award. The quantities listed in the bid schedule will be considered approximate and will be used for the comparison of bids. The City of Weslaco reserves the right to increase or decrease quantities for any item dependent on available funding during the entire term of this contract.

ORDERING DATA: A Purchase Order number shall be issued at time of order. Bidder shall specify on attached sheets any minimum order requirements for price bid. If no minimums are declared, no minimums will be allowed. Minimums may affect the evaluation of the bid.

WARRANTY: Bidder shall provide warranty or guarantee offered for product if available.

ACCEPTANCE AND NONCONFORMING STANDARDS: All deliveries shall be accepted subject to inspection, count, and/or testing. A waiver on one occasion does not constitute a waiver on future occasions.

EVALUATION CRITERIA: Award of contract does not obligate the Buyer to order or accept more than Buyer's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds. Contract may be awarded to the bidder who provides goods or services at the best value for the City of Weslaco. The City of Weslaco reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interest of the City of Weslaco.

AUDIT: Supplier shall provide the City of Weslaco a line item report of quantities and expenditures at any time during the term of this contract for materials, commodities, or services rendered as requested by the Purchasing Department.

NON-FUNDING CLAUSE: The City of Weslaco budget is funded on an October 1st to September 30th fiscal year basis. Accordingly, the City of Weslaco reserves the right to terminate this contract by giving Bidder thirty (30) days written notice, without liability to the City, in the event that funding for this contract is discontinued or is no longer available.

INSURANCE REQUIREMENTS: BIDDER SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE INVITATION TO BID, OR PRIOR TO AWARD OF BID.

BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE BID NUMBER AND DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE. THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

INDEMNITY AGREEMENT:

THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

COMPLIANCE WITH LAWS: Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas.

SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement.

ASSIGNMENT: The successful bidder may not assign, sell or otherwise transfer this contract without prior written consent of the City Council of the City Weslaco.

SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

CONFLICT OF INTEREST: Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter in to a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government entity and who has an employment of other business relationship with a local government officer or family member of the officer, as described by Texas Local Government Code Section 176.006, shall file a completed conflict of interest questionnaire with the City within seven (7) business days after the later of:

1. The date the person begins discussions or negotiations to enter in to a contract, including submission of a bid or proposal, or
2. The date the person becomes aware of facts that require the statement to be filed. Additional information and the form to be used to file this notice can be found at:

www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

CONTRACT TERMINATION: The City of Weslaco reserves the right to terminate this contract for any reason by notifying the contractor in writing and stating effective date of termination.

RIGHT OF ASSURANCE: Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

ETHICS ACKNOWLEDGEMENT: Any vendor or contractor entering into this contract or agreement with the City of League City, Texas expressly acknowledges that it has familiarized itself with the provisions of Section 2-34(i) of the Code of Ordinances of the City of League City which provides, among other things, that if within two years after the commencement of this contract or agreement the vendor or contractor hires a city official, former city official, appointed city officer, former appointed city officer, appointed city executive employee, or former appointed city executive employee or a city employee who, while acting in such capacity, had substantial and personal involvement with the negotiation of this contract or agreement, then this contract or agreement shall, at the option of the City Manager, be cancelled and/or the vendor or contractor shall be barred from additional contracting with the City of League City for a period of three years.

DELIVERY: Bidder shall deliver complete order within five (5) working days of receipt of order. Excessive backorders and late deliveries may be cause for termination of contract.

STOCK AVAILIABILITY: Bidder shall have sufficient stock to fill any order within the stated delivery time. Supplier agrees to notify the City when out of stock on any items due to circumstances beyond its control. The City is authorized to use other sources to purchase stock if it in not available from the supplier.

BID DELIVERY: The City of Weslaco Purchasing Department shall accept **sealed** bids Monday through Friday, 8:00 a.m. to noon and 1:00 p.m. - 5:00 p.m. Bids must be received by the Purchasing Department before the specified hour and date of the opening. Each bid **must be sealed** and should be placed in a properly identified envelope with bid number, time and date of bid opening.

SPECIFICATIONS
SLUDGE TRANSPORTATION AND DISPOSAL

SCOPE:

The City of Weslaco seeks competitive bids on sludge transportation and disposal to permitted solid waste landfill. The purpose of these specifications is to describe the minimum requirements of the City of Weslaco for the annual sludge transportation and disposal to permitted solid waste landfill contract. The quantities on the Invitation to Bid or attached quantities are estimates based on previous usage. These estimates are for acquainting the bidder with probable quantities to be expected during the contract period. These estimates are not intended to set forth minimum or maximum quantities of this contract and shall not be construed as such. This contract is intended for routine and continuous usage, and for large projects that occur the City of Weslaco reserves the right to go out for bids.

Sludge disposal must be at a Texas Commission on Environmental Quality (TCEQ) permitted solid waste landfill. The City does not intend to utilize beneficial re-use (land application) for this contract term. The City requests that if re-use opportunities return to areas that provide savings in disposal fees, it shall be notified accordingly, for consideration of future contract term.

GENERAL REQUIREMENTS:

The services to be furnished in this agreement will be for transportation and disposal of liquid and/or dewatered municipal water and wastewater treatment plant sludge, as required to provide proper treatment of the effluent.

Bids will only be considered from companies who have been involved in sludge transportation for a period of more than three (3) years.

Solid Waste Disposal Sites must meet TCEQ 30 TAC Chapter 312 & 330 and U.S. EPA 40 CFR Part 503 Sewage Sludge Use and Disposal regulations.

INSURANCE REQUIREMENTS:

Successful firm shall provide a certificate of insurance executed by an insurance company authorized to do business in Texas, and shall contain the amounts specified herein, and shall be executed prior to award of bid.

(a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement;

(b) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$100,000.

(c) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$100,000 per each person, \$300,000 per each occurrence/aggregate; Property Damage \$100,000 per each occurrence;

(d) Excess Liability Insurance Comprehensive general Liability, Comprehensive Automobile Liability and coverage's afforded by the policies above, with the minimum limits of \$500,000 excess of specified limits.

SPECIFIC REQUIREMENTS:

A. The Vendor's transport vehicle(s) must meet the following requirements:

1. A transportation capacity of 30 cubic yards containers (filled to 20-22 cubic yards) with (approximately 38,000 lbs) of de-watered sludge cake.
2. Vehicle(s) must be currently licensed and must meet all state, federal, county, and Department of Transportation requirements. Vehicle(s) must be of sound quality and in good working order.
3. Vehicle(s) must have the company name and company phone number on the tractor, trailer and sludge containers.

B. The Vendor must meet the following requirements:

1. The Vendor must be subject to 24 hour on call notice 365 days per year. Vendor must provide the City with normal, weekend and emergency telephone numbers.
2. The Vendor shall provide proof of all licenses and certifications required by Federal and State Regulatory agencies to perform the hauling of dewatered sludge.
3. The Vendor must show proof of and provide the City with copies of the following:
 - a. All federal, state, and local/City permits to include: U.S. EPA transport number, TCEQ permit number and the county permit number.
4. Contractor will be responsible for all spillage of product that includes liquid and dewatered solids, fuels, and lubricants.
5. The vendor shall be responsible to insure that all spills or damages caused by spillage are corrected immediately at their own expense. Correction of spills or damages shall be executed in a manner approved by a representative of the City.
6. The Vendor will supply the City with a Municipal Sludge Manifest Ticket for each load of sludge transported. This manifest ticket shall contain the following information:
 - a. Name and address of site where sludge was generated.
 - b. Name, address, TCEQ and EPA registration numbers, where applicable, of site where sludge was finally deposited.
 - c. Approximate volume of sludge load.
 - d. Date and time of sludge pickup.
 - e. Name and address of hauler.
 - f. Date and time of disposal.
 - g. Signature verifying disposal date and time.

7. Upon completion of loading of vehicle(s), the Vendor shall be responsible for all sludge loaded onto vehicle during transportation to solid waste landfill.
8. The Vendor shall be responsible for any and all damages that may be caused by their transport vehicle(s) while loading, transporting, and disposing of the City's sludge.
9. The Vendor must haul liquid and/or de-watered sludge cake on an as needed basis to insure proper operation of the City's wastewater plants.
10. The Vendor will submit to the Public Works Manager a Monthly Report for each wastewater plant, to include the following information:
 - a. Name and location of disposal site(s).
 - b. Owner of disposal site(s).
 - c. Disposal site(s) TCEQ, EPA registration number where applicable.
 - d. Date(s) of disposal.
 - e. Identity of hauler.
 - f. Manifest numbers.
 - g. Quantity (volume) of sludge hauled.
 - h. Facility where sludge was generated.
 - i. Method of final disposal.
 - j. Toxicity Characteristic Leaching Procedure Test: Pass/Fail.
 - k. Level of disinfection attained Class A or Class B. **(applies to land application only)**
 - l. Total number of loads, total cubic yards or gallons, and total dry tons transported from each wastewater plant.

Copies of the completed manifest tickets showing the date, time, and location of disposal site, with signature verifying proper disposal of sludge will be submitted to the Public Works Manager with each monthly report.

11. The Vendor will provide applicable annual and quarterly testing for each of the City's three wastewater treatment plants for sludge disposed of at a solid waste land fill, as required by the City's TCEQ and EPA discharge permits:

A Toxicity Characteristic Leaching Procedure (TCLP) sludge analysis, with a Matrix spike split. This analysis along with paint filter test will be completed one (1) time per year in August.

12. The Vendor will submit a comprehensive **Quarterly Report** to the City of Weslaco. The quarterly report will be due in February, May, August and November. This report will detail the City's sludge disposal activities and all other disposal activities at each disposal site. This report will separate the City's sludge disposal activities from the other disposal activities and will include the following information:

- a. Name and location of disposal site(s).
- b. Disposal site(s) TCEQ and EPA registration numbers, where applicable.
- c. Owner of disposal site(s).
- d. Method of final disposal.
- e. Cumulative total amount (lbs/acre) of sludge deposited at each disposal site. **(Applies to land application only)**
- f. Test results of the TCLP with Matrix Spike Split.
- g. Land usage of disposal site(s) where sludge was deposited, including crops grown.
(Applies to land application only)

13. Vendor shall be responsible at no cost to the City, for the logistical support needed to remove and dispose of additional roll-offs, should plant operations require additional solids removal.

14. The Company shall supply a Fee Schedule for the following services, which the City may request:

- a. Cost per load to haul cake sludge to sludge disposal site(s).
- b. Cost per load for obtaining weight tickets on de-watered sludge cake.
- c. Cost for extra testing as described in Section B, Items 10 of the specific requirements listed above.
- d. Cost for any other services the Company provides (dewatering, lime stabilization, tank cleaning, etc.) which the Company considers integral to professional sludge management and of benefit to the City.

CITY OF WESLACO
SPECIFICATIONS FOR SLUDGE TRANSPORTATION AND DISPOSAL

BIDDER **AGREES** TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. BIDDER HAS **READ** AND **AGREES** TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID. PURCHASES MADE FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. **DO NOT** INCLUDE TAXES IN YOUR BID. BIDDER **GUARANTEES** PRODUCT OFFERED SHALL **MEET** OR **EXCEED** MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

	ITEM AND DESCRIPTION	QUANTITY	EACH PRICE	PRICE PER LOAD
	Annual Sludge Transportation and Disposal to Permitted Solid Waste Landfill Contract per Specifications			
1	Liquid Sludge (Est. 5,000 gallons per load)	Per Gallon	\$	\$
2	De-Watered Sludge Cake	Per Load	\$	\$
3	Water Tight Box Rental 260 – North WWTP (21 per month) 104 – South WWTP (8 per month) 120 – WTP (10 per month)	Each Rental	\$	\$

“By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.”

DATE

SIGNATURE

PRINT/TYPE NAME

TITLE

COMPANY

E-MAIL