



SPECIFICATIONS

REQUEST FOR SEALED PROPOSALS SLUDGE TRANSPORTATION & DISPOSAL

RFP NO. 24-005-02-22

INVITATION TO BID

Sealed Proposals addressed to Lori A. Maldonado, Purchasing Agent, City of San Juan, 512 S. Nebraska Avenue, San Juan, TX 78589-2649 are to be received no later than **THURSDAY, FEBRUARY 22, 2024, 3:00 P.M.**, for **SLUDGE TRANSPORTATION & DISPOSAL** at which time they will be taken to the **CITY HALL CONFERENCE ROOM** and read aloud.

These general specifications, as completed by the bidder, shall become part of this bid proposal.

Bid shall be submitted in a sealed envelope marked:

**REQUEST FOR SEALED PROPOSALS
SLUDGE TRANSPORTATION & DISPOSAL
RFP NO. 24-005-02-22
ATTN: LORI A. MALDONADO, PURCHASING AGENT
CITY OF SAN JUAN
512 S. NEBRAKSA AVENUE
SAN JUAN, TEXAS 78589-2649**

Specifications can be obtained by calling the Purchasing Division (956)223-2204, by picking them up at the San Juan City Hall, 512 S. Nebraska Avenue, San Juan, Texas between the hours of 8:30 a.m. – 4:30 p.m., Monday thru Friday, or by downloading them from the City's web-site, www.sjtx.us.

Be advised that if a company downloads the bid specifications from the web page and is contemplating on submitting a proposal to provide **SLUDGE TRANSPORTATION & DISPOSAL**, the respondent must register with the Purchasing Division so that any changes/additions via Addendum can be forwarded to the company. Please download the specifications on our website. Any communication regarding this RFP is Lori A. Maldonado, Purchasing Agent, who can be reached at (956)223-2204. Any communication regarding this RFP should be emailed to lmaldonado@sjtx.us including in the subject line "**SLUDGE TRANSPORTATION & DISPOSAL – RFP NO. 24-005-02-22**". In all emails, please include in the subject line the RFP name and number and in body of the email, the company's name, address, phone and fax number, as well as the contact person.

The City of San Juan reserves the right to refuse and reject any or all proposals and to waive any or all formalities or technicalities or to accept the proposal to be the best and most advantageous to the City, and hold the proposals for a period of 60 days without taking action. Proposals submitted past the aforementioned date and time will not be accepted. Caution to those submitting proposals; those not in the proper form may be rejected.

**CITY OF SAN JUAN
INSTRUCTIONS TO RESPONDENTS**

Please read the specifications/requirements thoroughly and be sure that the Sludge Transportation and Disposal offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated on letter attached to bid. If no exceptions are noted, and you are the successful bidder, it will be required that the Sludge Transportation and Disposal be provided as specified by the bid.

PURPOSE

The purpose of these specifications/requirements and bid documents are to execute a contract for:

SLUDGE TRANSPORTATION AND DISPOSAL

INTENT

Sludge Transportation and Disposal, to be furnished under this bid shall be in accordance with these specifications/requirements. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications.

SUBMITTAL OF BID

Proposals are to be submitted in sealed envelopes upon the blank form of proposal attached hereto. One (1) original, one (1) copy and one (1) Electronic USB of bid must be completely filled out. Proposals are to be filed with the City of San Juan before opening day and hour. If a bid is submitted late, it will be returned to bidder unopened. Failure to meet bidding requirements may be grounds for disqualification.

**REQUEST FOR SEALED PROPOSALS
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RFP NO. 24-005-02-22
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CITY OF SAN JUAN
512 S. NEBRAKSA AVENUE
SAN JUAN, TEXAS 78589-2649**

Bidders shall be required to submit bid on the Invitation to Bid form. **Bids submitted by fax or electronically will not be accepted.** Submittal of a bid in response to this solicitation for bids constitutes an offer by the Respondent and if accepted by the City constitutes a Contract. Bids which do not comply with these specifications/requirements may be rejected at the option of the City. Bids must be filed with the City of San Juan, before opening day and hour. No late bids will be accepted. Bids cannot be altered or amended after the opening time of bid. Any changes made before opening time are to be initialed to guarantee authenticity. Person signing bid must show title or authority to bind his/her firm in a contract.

SALES TAX

State sales tax must not be included in bid.

SUBSTITUTIONS

No substitutions or cancellations permitted without written approval from the City of San Juan.

NO BID RESPONSE

If unable to quote, bidder should return inquiry giving reasons. Failure to comply will obligate the City of San Juan to remove non-responsive bidders from bidder's list.

VARIATIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. Any parts not specifically mentioned which are necessary for the Sludge Transportation and Disposal to be complete and ready for use shall be furnished by the successful bidder.

TIME ALLOWED FOR ACTION TAKEN

The City may hold bids for 60 days after bid opening without taking action. Bidders shall be required to hold their bids firm for the same period of time.

RIGHT TO REJECT/AWARD

The City of San Juan reserves the right to refuse and reject any or all bids, and to waive any or all formalities or technicalities, and to make sure awards of contract as may be deemed to be the best and most advantageous to the City of San Juan.

INDEMNIFICATION CLAUSE

The bidder agrees to indemnify and save harmless the City, the Purchasing Division and City Staff, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request to the Purchasing Division, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

PAYMENT

The City of San Juan will execute payment by mail in accordance with the State of Texas Prompt Payment Act after the Sludge Transportation and Disposal has been found to meet the City of San Juan specifications/requirements. No other method of payment will be considered.

ASSIGNMENT

Neither the bidders' contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of San Juan.

INTERPRETATIONS

Any questions concerning the specifications, scope and/or requirements with regards to this solicitation for bids shall be directed by email to Lori A. Maldonado, Purchasing Agent, at lmaldonado@sjtx.us. Such interpretations, which may affect the eventual outcome of this request

for bids, shall be furnished in writing to all prospective bidders via an Addendum. No interpretation shall be considered as binding unless provided in writing by the City of San Juan in accordance with paragraph entitled "Addendum".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful bidder to comply with all applicable State and Federal laws, Executive Orders, Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents (to include issues related to health, environmental, and safety to name a few).

RIGHT TO WAIVE

The City of San Juan reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of San Juan.

HUB CERTIFICATION

State Certified "HUB (Historically Underutilized Businesses) vendor(s) are asked to provide a copy of their certification, if they have not previously done so (information to be emailed to the Purchasing Division at lmaldonado@sjtx.us).

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the vendor on contract.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid, unit prices/rates -vs- totals, unit prices/rates will govern.

PAST PERFORMANCE

Bidders are advised that past performance as it relates to product and/or service on purchase/service/supply contracts previously held with the City shall be a factor in the award of this supply contract. The City's position on this matter shall be final.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONFLICT OF INTEREST

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 San Juan no later than the 7th business day after the date the person becomes aware of facts that require the statement to 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 question 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 requirements. Related forms included in Bid packet are to be completed and returned with Bid.

The City of San Juan City Commission and City Manager are as follows:

- Mayor Mario Garza
- Mayor Pro-Tem Marco "Markie" Villegas
- Commissioner Leonardo "Lenny" Sanchez
- Commissioner Ernesto "Neto" Guajardo
- Commissioner Adina "Dina" Santillan

City Staff include:

- Benjamin Arjona, City Manager
- Juan Carlos Martinez, Public Utilities Director
- Leroy Gonzales, Finance Director
- Lori A. Maldonado, Purchasing Agent

Appendix A, Conflict of Interest Questionnaire must be completed and returned within an entire completed copy of this RFP NO. 24-005-02-22.

Other Local Government Officers of the City of San Juan include the following:

1. Board and Commission members and appointed members by the Mayor and City Council;

2. Board Members of the San Juan Economic Development Corporation;
3. The Executive Director and staff of the San Juan Economic Development Corporation.

Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix A. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City.

DISQUALIFICATION

The applicant may be disqualified for any of the following reasons:

- The applicant is involved in any litigation against the City of San Juan;
- The applicant is in arrears on any existing contract or has defaulted on a previous contract with the City;
- The applicant is debarred, suspended, or otherwise excluded from or ineligible for participation in State or Federal assistance programs.

FORM 1295 CERTIFICATE OF INTERESTED PARTIES

Certificate of Interested Parties: In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. Please go to the Texas Ethics Commission webpage (www.ethics.state.tx.us) for full instructions and to complete the required steps for creation of Form 1295. Once the form is completed online, printed and signed please return the form with your proposal submission.

INSURANCE REQUIREMENTS

The Bidders agrees to carry adequate **General Liability and Automobile Liability Insurance as mandated by state law, as well as, Worker's Compensation insurance as mandated by Preamble 110.110.** Bidders further agrees to indemnify and hold the City of San Juan harmless of any and all losses, damages or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contract and from any claims of any other person or persons for injuries, losses or damages sustained at, around, or in connection with the work, unless the negligence of the City of San Juan and/or servant and agents, is shown to be the sole proximate cause of said injury, loss, or damage. **Respondent will be responsible to provide necessary insurance as required by the City of San Juan and mandated by state law in compliance with Section II of the General Specifications when submitting proposal.**

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City Named as additional insured)	\$500,000 each occurrence
Bodily Injury & Property Damage Aggregate	\$1,000,000 each occurrence
Comprehensive auto	\$1,000,000 each occurrence

BUDGET APPROVAL

For purposes of this project, award will be contingent on approval of budget.

METHOD OF AWARD

Respondents are advised that the City of San Juan reserves the right to award this contract to the lowest responsible respondent or the respondent that ranked the highest, therefore providing the best value. Factors, quantities and prices to be considered to determine respondent providing the best value are as noted on the specification/requirements.

FAILURE TO COMPLETE PROJECT

Bids are advised that failure to complete the project within the time frame(s) allowed (after award of contract by fax, mail or by telephone order), shall be grounds for termination of contract. In the case of termination, written notice shall be given to the successful vendor and complete contract shall be severed.

CONTRACT

Price quoted is to remain unchanged from March 1, 2024, ending on February 28, 2025, with the option to extend the contract. Original price quoted is to remain unchanged for another additional two (2) years ending February 28, 2027. The contract is renewed yearly, but the City Commission has the option not to renew the contract if the performance of the successful bidder is satisfactory. Unit prices quoted shall be F.O.B. City of San Juan and service to locations and exact spot(s) and as requested by designated by City personnel.

The City of San Juan reserves the right to terminate the contract if, in the opinion of the City of San Juan, the successful vendor's performance is not acceptable, no funds are available, or the City wishes, without cause, to discontinue the contract. Termination will be in written form allowing a thirty (30) day notice. The bidder shall be afforded the same right to terminate the contract in the same manner.

INSTRUCTION TO BIDDERS FOR THE PURCHASE OF SLUDGE TRANSPORTATION AND DISPOSAL

Please read specifications thoroughly and make sure that the service(s) offered are in compliance with all requirements. Variation from the specifications is to be indicated on the item specification sheet and covered by letter attached to and made part of the bid. If no exceptions are noted, and you are the successful bidder, it will be required that the service(s) be provided as specified.

SLUDGE TRANSPORTATION AND DISPOSAL

All specifications shown are minimum.

Bids are to be submitted in sealed envelopes upon the blank form of proposal attached hereto. Each bid must be completely filled out. Bids are to be filed with the City of San Juan before opening day and hour. If a bid is filed late it will be returned to bidder unopened. Failure to meet bidding requirements may be grounds for disqualification.

Bids are to have full firm name and address of bidder and manually signed, failure to do so will disqualify bid. Person signing bid must show title or authority to bind his/her firm in a contract.

Bids cannot be altered or amended after the opening time of bid. Any changes made before opening time are to be initialed to guarantee authenticity.

No substitution or cancellations permitted without written approval of City of San Juan.

Any additions, deletions, or variations from the following specifications must be noted. Any specifications not specifically mentioned which are necessary for the service to be ready 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.

Delivery of service shall be provided as specified after notification and/or requested by authorized City personnel.

If a delay is foreseen, bidder must give prior notice to the City of San Juan. The bidder must keep the City of San Juan advised of status of service. Default in promised sludge transportation and disposal (without acceptable reasons) or failure to meet specifications authorized by the City of San Juan to provide service as specified.

Acceptable reasons for delayed services as specified herein are as follows: Acts of God, (floods, tornadoes, hurricanes, etc.) acts of government, fire, strikes, war and actions beyond the control of the successful bidder.

Bids subject to unlimited price increase will not be considered.

The City may hold bids 60 days after opening without taking action. Bidders are required to hold their bid firm for the same period of time.

The City of San Juan 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 San Juan.

The bidder agrees to indemnify and save harmless the City, the Purchasing Division, and all City Staff from all suits and actions of every nature and description 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 to Lori A. Maldonado, Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

Bidder will carefully examine bid forms, specifications, and instruction to bidders. Should the bidder find discrepancies in, or omissions from bid forms, specification, or other documents, or should he/she be in doubt as to their meaning, he/she should notify Lori A. Maldonado, Purchasing Agent. The City of San Juan will execute payment by mail accordance to the State of Texas Payment Act after invoice has been received for those quantities of chemical that have been delivered. No other method of payment will be considered.

Where in this bid package service is used, its meaning will refer to the Specifications for the purchase of Sludge Transportation and Disposal.

The City of San Juan reserves the right to waive or take exception to any part of these specifications when in the best interest of the City of San Juan.

The City of San Juan reserves the right to terminate the contract if, in the opinion of the City of San Juan, the successful bidder's performance is not acceptable, no funds are available, or the City wishes, without cause, to discontinue the contract. Termination will be in written form allowing a thirty (30) day notice. The bidder shall be afforded the same right to terminate the contract in the same manner.

Payment will be made for sludge transported and delivered as per specifications and for specified and approved rentals only.

Bidder will hold unit price(s) firm for the term of the contract period.

SPECIFICATIONS
SLUDGE TRANSPORTATION AND DISPOSAL

SCOPE:

The City of San Juan 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 San Juan 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 San Juan reserves the right to go out for bids.

Sludge disposal must be at a Texas Commission on Environmental Quality (TCEQ) permitted solid waste management facility. 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 plant (WT) and wastewater treatment plant (WW) sludge, as required to provide proper treatment of the effluent.

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.

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 20-25 cubic yards) with (approximately 38,000lbs) 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.
 4. Vendor must divulge to City the inventory of Vendor's fleet vehicles and roll off containers available to service the City adequately and on a timely basis.
- 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 ensure 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 ensure proper operation of the City's water and wastewater plants.

10. The Vendor will re-position sludge containers as directed by City's plant personnel to facilitate efficiency of container filling by plant personnel.
11. The Vendor will submit to the Utility Director a Monthly Report for each water and or 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.
 - i. **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 Utility Director with each monthly report.**
12. The Vendor will provide applicable annual and quarterly testing for each of the City's two water plants and one wastewater treatment plant 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.

13. The Vendor will submit a comprehensive **Quarterly Report** to the City of San Juan Utility Director. 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)**
- 14. 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.
- 15. 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 SAN JUAN

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 Specification			
1	Liquid Sludge (Est. 5,000 gallons per load)	Per Gallon	\$	\$
2	De-Watered Sludge Cake	Per Load	\$	\$
3	Water Tight Box Rental Water Plant 1(WT) (per month) Water Plant 2(WT) (per month) Wastewater Plant (WW) (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

PHONE

Signed and executed in triplicate this _____ day of _____, 2024.

CITY OF SAN JUAN, TEXAS

BENJAMIN ARJONA, CITY MANAGER

ATTEST:

BRENDA ESCALANTE, CITY SECRETARY

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.



NOTICE OF INTENT TO RESPOND

Firms interested in submitting a bid on **RFP NO. 24-005-02-22** as outlined in the specifications, should indicate their intention by signing, dating and returning the form to the email address below prior to **FEBRUARY 16, 2023**, so that they may receive any addendums to the specifications should the need arise.

City of San Juan
Attn: Lori A. Maldonado, Purchasing Agent
512 S. Nebraska Avenue, San Juan, Texas 78589
Phone: (956) 223-2204
lmaldonado@sjtx.us

Bidder: _____
[Please print or type the full name of your proprietorship, partnership, corporation, or joint venture.*]

Contact Name: _____
[Please print or type name] [Title]

Address: _____
[Mailing]

[Street, if different]

Telephone: _____
[Print or type telephone number]

Fax: _____
[Print or type telephone number]

Email: _____
[Print or type]