

FROM: City of Aurora
City Clerk's Office
2 W Pleasant
P.O. Box30
Aurora, MO 65605
Telephone: (417) 678-5121 Ext. 23
Facsimile: (417) 678-6599

Date: 04/22/2022

INVITATION TO BID

City of Aurora
Requests sealed bids
Mailed to P.O. Box 30
Attn: City Clerk, Kamy Kulow
Aurora, Mo. 65605

SEALED BIDS MUST BE PHYSICALLY RECEIVED IN THE CITY CLERK'S OFFICE PRIOR TO 10:30 A.M. ON May 25, 2022. Bids will be opened by the buyer at the location listed above.

- Bids shall be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the company.
- Bids shall be submitted with the Bid name clearly indicated on the outside of the mailing envelope.
- Bids received after the opening date and time will be rejected.
- *FAXED BIDS WILL NOT BE ACCEPTED.*

You are invited to submit your bid to furnish the materials and/or services described herein.

Please submit your prices/fees net of all discounts.

LAND APPLICATION OF BIOSOLIDS BID

See attached Instructions, General Conditions, Specifications, and Bid Form for detailed information

The articles to be furnished hereunder shall be delivered with all transportation charges paid by the bidder to destination.

It is the intent of the City that this Request for Bid promotes competitive bidding. It shall be the Vendor's responsibility to advise the City if any language, requirements, etc. any combination thereof, inadvertently restricts or limits the requirements stated in the Request for Bid to a single source. Such notification must be submitted in writing and must be received by the City not later than three (3) days prior to the bid opening date.

CITY OF AURORA INSTRUCTION TO BIDDERS

01. Opening Location. *Bids will be opened at the City of Aurora, City Clerk's Office, 2 W Pleasant, Aurora, Mo. 65605 in the presence of purchasing department official at the due date and time indicated on the RFB. All bidders or their representatives are invited to attend the opening of the RFB.*

02. RFB Delivery Requirements. *Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their Bid delivered to the City Clerk's Office for receipt on or before the due date and time indicated. If a Bid is sent by U.S. mail, the bidder shall be responsible for its timely delivery to the City Clerk's Office. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected. Arrangements may be made for their return at the bidder's request and expense. Bids sent by email or fax will not be accepted.*

03. Sealed and Marked. *If sent by mail or delivered, all bids must be delivered to: City of Aurora, City Clerk's Office, 2 W Pleasant, P.O. Box 30, Aurora, MO. 65605. Bids must be sealed and clearly marked on the outside of the envelope with the name of the Request for Bid.*

04. Legal Name and Signature. *Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual). Bids shall be manually signed above the printed name and title of signer on the Pricing Page. The signer shall have the authority to bind the company to the submitted Bid. Failure to properly sign the Bid form shall invalidate same, and it shall not be considered for award.*

05. Corrections. *No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Bid.*

06. Clarification and Addenda. *Each bidder shall examine all Request for Bid documents and shall judge all matters relating to the adequacy of such documents. Any inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the Request for Bid shall be made through the City Clerk's Office in writing or through email. The City Clerk's Office shall not be responsible for oral interpretations given by City employee, representatives, or others. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given. IT shall be the responsibility of each bidder, prior to submitting their Bid, to contact the City Clerk's Office at phone number 417-678-5121 Ext. 23, to determine if addenda were issued and to make such addenda a part of their Bid.*

07. RFB Expenses. *All expenses for making Bids to the City are to be borne by the Bidder.*

08. Irrevocable Offer. *Any Bid may be withdrawn in writing up until the due date and time set for opening of the RFB. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of 90 days to sell to the City the*

goods and services set forth in the RFB, until one or more of the Bids have been duly accepted by the City.

09. Responsive and Responsible Bidder. *To be responsive, a bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the Request for Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest and best responsible bidder shall mean the bidder who make the lowest Bid to sell goods and services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Bid as made.*

10. Reserved Rights. *The City reserves the right to make such investigations as it deems necessary to make the determination of the bidder's responsiveness and responsibility. Such information may include but shall not be limited to; current financial statement, verification of availability of equipment and personnel, and past performance records.*

11. The Right to Audit. *The bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by the City. The City shall have the right to audit the bidder's records pertaining to the work/product for a period one (1) year after final payment.*

12. Applicable Law. *All applicable laws and regulations of the State of Missouri and the City will apply to any resulting agreement, contract, or purchase order.*

13. Right to Protest. *Protestors shall seek resolution of their complaints initially with the City Manager. Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.*

14. Collusion. *By offering a submission to the Request for Bid, the bidder certifies the bidder has not divulged, discussed, or compared the Bid with other bidders and has not colluded with any other bidder or parties to the RFB whatsoever. Also, the bidder certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with this RFB:*

a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or costs data, with any other bidder or with any competitor.

b. Any prices and/or cost for this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.

c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

d. The only person or person interested in the Bid, principal or principals are named therein and that no person other than therein mention has any interest in this Bid or in the contract to be entered into.

e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

15. Contract Forms. *Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.*

16. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The Maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract there under (the Contractor hereby assuming full responsibility for relations with subcontractors), including but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to the Contractor.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorney's fees and cost I n the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

17. RFB Forms, Variances, Alternates. *Bids must be submitted on attached City RFB forms, although additional information maybe attached. Bidders must indicate any variances from the City requested specifications and/or terms and conditions, on the*

RFB Affidavit of Compliance. Otherwise, bidders must fully comply with the City requested specifications and terms and conditions. Alternate Bids may or may not be considered at the sole discretion of the City.

18. Bid Form. *All blank spaces must be completed with the appropriate response. The bidder must state the price, written in ink, for what is proposed to complete each item of the project. Bidders shall insert the words "no bid" in the space provided for an item for which no bid is made. The bidder shall submit an executed Bid form, affidavit of compliance with other requested documents.*

19. Modifications or Withdrawal of Bid. *A modification for a Bid already received will be considered only if the modification is received prior to the time announced for opening of Bids. All modifications shall be made in writing, executed, and submitted on the same form and manner as the original Bid. Modifications submitted by telephone, fax, or email will not be considered.*

20. Error in Bids. *Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitted Bids; failure to do so will be at the bidder's own risk. Neither law nor regulations make allowance for errors wither of omission or commission on the part of bidders. In case of error of extension of prices in the Bid, the unit price shall govern.*

21. Descriptive Information. *All equipment, materials, and articles incorporated in the product/work covered by the RFB are to be new and of suitable grade for the purpose intended. Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit Bids on items manufactured by other than the manufacturer specified when an "or equal" is stated.*

22. Deviations to Specifications and Requirements. *When bidding on an "or equal," Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings ad specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific item(s) to which it pertains. All deviations from the specifications must be noted in detail by the bidder on the Affidavit of Compliance form, at the time of submittal of the Bid will hold the bidder strictly accountable to the specifications as written. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.*

23. Tax Exempt. *The City is exempt from sales taxes and Federal Excise Taxes.*

24. Awards.

a. Unless otherwise stated in the Request for Bid, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.

b. As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or non, or a combination thereof; to reject any and all Bids or waive any minor irregularity or technicality in Bids received.

c. Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the Request for Bid (2) is the lowest and best Bid, considering price, delivery, responsibility of the bidder, and all other relevant factors.

25. Authorized Product Representation. *The successful bidder(s) by virtue of submitting the name and specification of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the bidder(s) is legally authorized to submit, and the successful bidder(s) will be legally bound to perform according to the documents.*

26. Regulations. *It shall be the responsibility of each bidder to assure compliance with DNR, OSHA, EPA, Federal and State of Missouri, and City rules, regulations, or other requirements, as each may apply.*

27. Termination of Award. *Any failure of the bidder to satisfy the requirements of the City shall be reason for termination of the award. Any bid may be rejected in whole or in part for good cause when in the best interest of the City.*

28. Royalties and Patents. *The successful bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.*

29. Equal Employment Opportunity Clause. *The City of Aurora, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that affirmatively ensure that in any contract entered into pursuant to this advertisement that minority businesses will be afforded full opportunity to submit Bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.*

30. Bid Tabulation. *Bidders may request a copy of the bid tabulation of the Request for Bid through the City Clerk's Office.*

31. Budgetary Constraints. *The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.*

32. Additional Purchase by Other Public Agencies. *The bidder submitting a Bid authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this Request for Bid unless otherwise noted on the Affidavit of Compliance Form.*

33. Order of Precedence. *Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to bidders, shall take precedence.*

34. Affidavit for Service Contracts. *The Bidder represents, in accordance with RSMO 285.530.2 that they have not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the RFB and agrees to provide an affidavit to the City of Aurora affirming that they have not, and will not in connection with the RFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.*

35. Inspection and Acceptance. *No item(s) received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect the item(s). Any item(s) which are discovered to be defective of which do not conform to any warranty of the Seller upon inspection may be returned at the seller's expense for full credit or replacement. If at a later time, the defects were not ascertainable upon the initial inspection may also be returned at the Seller's expense for full credit or replacement. The City's return of defective items shall not exclude any other legal, equitable or contractual remedies the City may have.*

General Terms and Conditions **For Purchases Bid**

1. **Scope of Work.** The City agrees to engage the work of the Seller and the Seller agrees to provide the commodities hereinafter set forth in the scope of work.
2. **Quantities.** The City of Aurora assumes no obligations for articles or materials shipped in excess in the quantity ordered. Any unauthorized quantity is subject to the City's rejection and returned at the Seller's expense.
3. **Invoices.** An original of the invoice shall be submitted and shall show the purchase order number and contain a full descriptive information of item or services furnished.
4. **Inspection and Acceptance.** No material received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective, or which does not conform to any warranty of the Seller herein upon inspection, or at a later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Seller's expense for full credit or replacement. Such right to return offer to the City arising from the City's receipt of defective goods shall not exclude any other legal, equitable or contractual remedies the City may have, therefore.
5. **Warranty.** Seller expressly warrants that all articles, materials and work covered by this contract will conform to each specification, drawing, sample or other description on which is furnished to or is adopted by the City and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall not be deemed waived with by reason of the City's acceptance of said material or goods or by payment for them.
6. **Patents.** Seller guarantees that the sale or use of the articles described herein will not infringe upon any U.S. or foreign patent and Seller covenants that he will, at his own expense, defend every suit which may be brought against the City, or those selling or using City's product for any alleged infringement of any patent be reason of the sale or use of such articles and Seller agrees that he will pay all costs, damages and profits recoverable in any such suit.
7. **Bankruptcy or Insolvency.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver of trustee or an assignee for the benefit of creditors, of the property or Seller, or in the event of breach of any of the terms hereof including in the warranties of the Seller, City may cancel this contract or affirm the contract and hold Seller responsible in damages.

- 8. Compliance with Applicable Laws.** The Seller warrants it has complied with all Applicable laws, rules and ordinances of the United States, or any state, municipality or any other governmental authority or agency in the manufacture or sale of the items covered by this contract, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.
- 9. Interpretation of Contracts and Assignments.** The contract shall be construed according to the laws of the State of Missouri. Seller hereunder may not assign the contract, or any right, obligations or duties without City's written consent or any attempted assignment without such consent shall be void.
- 10. Termination of Contract.** The City reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the Contractor or by any of his Subcontractors, in the sole judgment and discretion of the City. In the event of such termination, the Contractor shall be liable for any excess costs incurred by the City. If the contract is so terminated, the City may purchase upon such terms and ins such manner as the City Manager may deem appropriate, supplies or services similar to those so terminated, and that the Contractor will be liable for excess costs occasioned thereby.
- 11. Non-Discrimination Employment.** The contractor agrees not to be discriminate against any client. Employee or applicant for employment or for services, because of race, color, religion, national origin, sex, military status, age, disability or any other characteristic protected by law with regard to, but not limited to, the following: employment upgrading; demotion or transfer, recruitment or recruitment advertising; layoffs and termination; rates of pay or other forms of compensation; selection of training; rendition of services. It is further understood that any contractor who is in violation of this shall be barred forthwith from receiving awards of any purchase order for the City unless a satisfactory showing is made that discriminatory practices have terminated and that a reoccurrence of such acts are unlikely.
- 12. Provisions by Law Deemed Inserted.** Each and every provision of the law and clauses required by law to be inserted in this contract will be deemed to be inserted in this contract will be deemed to be inserted herein and will read and enforced as though it were included herein, and if through mistake, or otherwise any such provision is not inserted, then upon the application of either party the contract will be physically amended to make such insertion or correction.
- 13. Tax-Exempt.** The City of Aurora is exempt from Sales Tax and Federal Excise Tax.
- 14. Conflicts.** Any bidder or signer of this contract shall disclose any financial relationship (direct or indirect) to any salaried officer, employee of the City or member of the City Council in writing at the time of the execution of this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et esq. RSMo. shall not be violated. Service Provider covenants that it presently has no interest and shall

not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work to be performed under the contract. The Service Provider further covenants that in the performance of the contract no person having such interest shall be employed.

- 15. Jurisdiction.** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Lawrence, County, Missouri.
- 16. Missouri Immigration Law Affidavit.** The bidder is informed pursuant to Section 285.530, of the Missouri Revised Statutes as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00) the successful bidder shall be sworn affidavit and provision of documentation, affirm the business entity is enrolled and participating in a federal work authorization program with respect to its employees who work in connection with the contracted services. TO that end, the bidder will furnish a signed affidavit (attached) affirming that is does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
- 17. Contact Information.** City of Aurora
Attn: City Clerk's Office
2 W Pleasant
P.O. Box 30
Aurora, Missouri 65605
417-678-5121 Ext. 23
Fax: 417-678-6599 Attn: City Clerk's Office

PLEASE NOTE THAT ONCE THE BID IS AWARDED, A CONTRACT (IN TRIPLICATE) WILL BE MAILED TO THE VENDOR FOR SIGNATURE. VENDOR WILL RETURN TWO COPIES OF THE CONTRACT TO THE CITY CLERK'S OFFICE ALONG WITH A CURRENT COPY OF THEIR LIABILITY INSURANCE CERTIFICATE NAMING THE CITY OF AURORA AS AN ADDITONAL INSURED IF APPLICABLE.

STATE OF MISSOURI)
) Ss
COUNTY OF LAWRENCE)

AFFIDAVIT

(As required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE:

An person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM:

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employee, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY:

A person acts knowingly or with knowledge,

- (a) with respect to the person’s conduct or to attendant circumstances when the person is aware of the nature of the person’s conduct or that those circumstances exist; or
- (b) with respect to a result of the person’s conduct when the person is aware that the person’s conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN:

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U. S. C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared _____

_____ who being duly sworn, states on his oath or

affirmation as follows:

1. My name is _____ and I am currently the President of _____ (hereinafter “Contractor”, whose business address is _____, and I am authorized to

make this Affidavit.

2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program and does not knowingly employ any person who is an unauthorized alien in connection with contracted services set forth.
4. Attached here is documentation affirming Contractor's enrollment and participation in a federal work authorization program.

Further, Affiant saith not.

(Printed name), Affiant

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public
State of Missouri

My Commission expires:
Commissioned in _____ County
Commission # _____

PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding.

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security – Verification Division

City Of Aurora
Requests sealed bids
Mailed to P.O. Box 30
Aurora, Mo. 65605

**Envelope labeled Seal Bids Land Application of Biosolids
By May 25, 2022 at 10:30 a.m.**

GENERAL SPECIFICATIONS AND ITEMS FOR EQUIPMENT
NEEDED BY THE CITY OF AURORA.

The City reserves the right to alter or change specifications and to reject any or all bids received or to waive any informality in the bidding. Any other manufacture will need to meet or exceed this requirement.

Any questions concerning specifications will be referred to Lance Eley, WWTF Superintendent (417)-678-3050

General Information: The City of Aurora is soliciting the services of qualified firms to assume waste biosolids disposal operations associated with the City's WWTP. Waste biosolids have historically been disposed of by City personnel with City equipment via land-application of liquid material on area farmland. It is anticipated that contract operation of the biosolids management may provide cost savings to the City while insuring proper disposal of the waste biosolids. As an alternative to providing overall management of the waste biosolids operations, interested proposers are asked to also provide a price for only hauling and spreading the waste biosolids, with other elements of biosolids management retained by the City.

Scope of Work:

It is the intent of the City of Aurora that a single contractor be selected to accomplish all the services outlined in this bid. In particular, the selected firm will be responsible for the provision of all biosolids land application. The length of this contract shall be three (3) years. With the agreement of both parties, this contract may be extended for an additional period of two (2) years, in one (1) year increments, for a maximum combined duration of five (5) years. City reserves the right to use the Contractor for one practice or none. The City of Aurora reserves the right to use Contractor(s) other than the Contractor awarded this bid at any time.

Working with City personnel, the contractor shall become familiar with current biosolids disposal operation, including by not limited to available storage facilities, WWTP operations, and waste biosolids handling operations, previous and planned land-application sites, recordkeeping and the like.

Contractor shall be responsible for furnishing all labor, materials, equipment, tools and supervision to remove waste biosolids from the City's existing sludge holding tanks, and to properly dispose of the waste biosolids by application on area pastures and farmland. The waste biosolids shall be disposed of by application on to grassland, cropland, timberland, or similar agricultural lands at rates suitable for beneficial use as organic fertilizer and soil conditioner.

All biosolids removal and disposal operations shall be in full compliance with all applicable regulatory requirements established by the Missouri Department of Natural Resources (MDNR) and the Environmental Protection Agency. Provide final disposal method, dates, and location, and who was responsible for hauling and disposing. Also provide description of the equipment used. (monthly)
For each land application site, report the location, cumulative dry tons applied, and landowners name and address.

Existing Conditions: The City has, to this point, managed all sludge wasting operations, and has disposed of the following amount of waste biosolids over the last three years.

2019	921,000-gal	152.79 DT	3.99 % solids
2020	663,000-gal	119.85 DT	4.34 % solids
2021	591,400-gal	127.35 DT	5.10 % solids

The Proposer is encouraged to thoroughly review the entire Request for Proposal. Failure to do so could result in improper submittal and rejection of offer. All proposals will be reviewed for compliance with the submission requirements contained in the Request of Proposals.

Invoicing: The City agrees to pay the Contractor in accordance with the rates set forth on the pricing page. Payments will be made by the city based upon an itemized statement of product delivered.

Subcontracting: The contractor must function as the single point of responsibility for the City of Aurora, regardless of any subcontractor arrangements for all services provided. This shall include assuming responsibilities and liabilities for all material, and services provided. The contractor must submit a list of subcontractors to the City Clerk's Office for approval before beginning of this contract. None of the work or services covered by this contract shall be subcontracted without the prior approval of the City.

AFFIDAVIT OF COMPLIANCE

To be submitted with Vendor's Bid

_____ We DO NOT take exception to the RFB Documents/Requirements.

_____ We TAKE exception to the RFB Documents/Requirements as follows:

Specific exceptions as follows:

Company Name: _____

ADDENDA

By _____
Authorized Person's Signature

Bidder acknowledges receipt
of the following addendum:

Print or type name and title of signer

Addendum No. _____

Addendum No. _____

Company Address: _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Phone: _____

Email _____

Fax: _____

Tax ID. _____

Date: _____