

CONTRACT DOCUMENTS



CITY OF RICHMOND

Rebid Sludge Hauling & Disposal Contract Services
Fort Bend County, Texas

Mayor

Evalyn W. Moore

City Commissioners

Barry C. Beard

Carl Drozd

Alex Bement

Terry Gaul

City Manager

Terri Vela

Assistant City Manager

Howard Christian

INVITATION TO BIDDERS**CITY OF RICHMOND
Rebid Sludge Hauling & Disposal Contract Services
Fort Bend County, Texas**

Sealed BIDS, in duplicate, addressed to City of Richmond, Attention Mr. Howard Christian, Assistant City Manager, will be received at the City of Richmond City Hall Annex, 600 Morton Street, Richmond, Texas 77469, until **2:00 p.m. Local Time, Thursday, February 20, 2020**, and then publicly opened and read for:

SCOPE OF WORK: The City of Richmond (City) will be accepting sealed Proposals from qualified contractors to furnish all labor and equipment necessary for the hauling and disposal of water and/or wastewater treatment plant sludge in accordance with all applicable State and Federal regulations.

The Surface Water and Treatment System facility located at 5602 Riverwood Drive, decants the sludge on-site through a sludge thickener. It is anticipated that the wet hauled material will have a solids content of approximately 2%, comprised mainly of solids from the Brazos River water along with coagulant – Aluminum Chlorohydrate (ACH).

The Regional Wastewater Treatment (RWWTP) facility located at 220 Legion Drive, decants the sludge on-site through a belt press. It is anticipated that the hauled material will have a solids content of approximately 16 -18%.

The Fort Bend Municipal Utility District 116 (MUD 116) Wastewater Treatment facility located at 5111 Williams Way will typically average 500,000 gallons/ year of wet sludge for disposal 6 - 8 times per year and will have a solids content of approximately 2%.

BIDS received after the closing time will be returned unopened. **Scheduled plant tours as requested by proposing firms will occur February 18, 2020. Please contact the City of Richmond Public Works for scheduling at 281-342-0559.**

In conformance with applicable statutes, the general prevailing wage rates in the locality in which the Work is to be performed have been ascertained, and such rates shall be the minimum paid for labor employed upon this project.

Copies of the BIDDING DOCUMENTS may be obtained from the City of Richmond Requests for Proposals, Qualifications and Bids website page at <https://www.richmondtx.gov/departments/requests-for-proposals-qualifications-and-bids>.

The OWNER reserves the right to reject any or all BIDS and to waive technical defects in bidding. In case of ambiguity or lack of clearness in stating the prices in the BID, the OWNER reserves the right to consider the most advantageous construction thereof or to reject the BID.

CITY OF RICHMOND
PUBLIC WORKS

GENERAL INSTRUCTIONS TO PROPOSERS

REQUEST FOR PROPOSALS - SLUDGE HAULING & DISPOSAL CONTRACT SERVICES

FOR HAND DELIVERY OR MAILING ADDRESS:

City of Richmond Public Works
600 Morton Street
Richmond, Texas 77469

SCOPE OF WORK: The City of Richmond (City) will be accepting sealed Proposals from qualified contractors to furnish all labor and equipment necessary for the hauling and disposal of water and/or wastewater treatment plant sludge in accordance with all applicable State and Federal regulations.

The Surface Water and Treatment System facility located at 5602 Riverwood Drive, decants the sludge on-site through a sludge thickener. It is anticipated that the wet hauled material will have a solids content of approximately 2%, comprised mainly of solids from the Brazos River water along with coagulant – Aluminum Chlorohydrate (ACH). The SWTP facility will typically average 6,000 gallons of wet sludge for disposal daily 365 days per year. Proposers shall make site visits to field verify the hose connections and hose length needed to haul the sludge.

The Regional Wastewater Treatment (RWWTP) facility located at 220 Legion Drive, decants the sludge on-site through a belt press. It is anticipated that the hauled material will have a solids content of approximately 16 -18%. The RRWTP facility will typically average 6,000 cubic yards of Municipal waste of pressed sludge/ year for daily disposal. Disposal of liquid sludge is needed during failures with the sludge pressing processes. During 2019, approximately 50,000 gallons of liquid sludge was hauled from the plant. Proposer's trailers must fit in the delivery bay of the sludge press building. Proposers shall make site visits to field verify the dimensions of the sludge press building and verify the hose connections and hose length needed to haul the sludge.

The Fort Bend Municipal Utility District 116 (MUD 116) Wastewater Treatment facility located at 5111 Williams Way will typically average 500,000 gallons/ year of wet sludge for disposal 6 - 8 times per year and will have a solids content of approximately 2%. Proposers shall make site visits to field verify the hose connections and hose length needed to haul the sludge.

Beneficial land use application is encouraged in accordance with all applicable State and Federal regulations. The City reserves the right to provide pressed lime sludge to a third-party entity provided logistical accommodations could be achieved with all parties.

Selected vendor shall provide maps for beneficial use sites, including correspondence with TCEQ for approval for land application use. Contractor shall supply a copy of the annual report for any beneficial use sites.

Contractor shall supply tare weight of truck and full weight with truck and sludge on each manifest. Each manifest shall include:

- Manifest Date
- Driver
- Truck/Trailer Number
- Truck License Number
- Tare Weight of Truck/Trailer
- Telephone Number
- Site Name
- Site Permit Number
- Generator Name
- Location
- Type of Waste
- Quantity of Waste
- Generator’s Signature
- Driver’s Signature
- Site Operator Signature
- Date Hauled

Figures used for cubic yard or gallon estimates should not be considered as fixed numbers. These numbers are subject to change based on usage, and could escalate/de-escalate at any time.

TIMELINE

The City will attempt to adhere to the following schedule. The City reserves the right to change the schedule as needed and will notify firms in writing of any significant changes.

February 5, February 12, 2020
February 18, 2020
February 20, 2020 (2:00 pm)

Advertise Request for Proposals
Scheduled plant tours as requested by proposing firms
Deadline for submittal of response to Request for Proposals

1. GENERAL INSTRUCTIONS

1.1 Proposer shall provide a complete description of the proposed method or methods to be used in disposal of sludge.

1.2 All Proposers shall provide proof of current licenses and certifications required by Federal, State and Regulatory agencies to perform the hauling and disposal of sludge.

1.3 The City reserves the right for its representative to inspect the contractor's vehicle prior to and after the actual loading so that the exact quantity of sludge may be determined and recorded.

1.4 Contractor will be responsible for containing all spillage of product that includes pressed solids.

1.5 The Contractor shall maintain a spare 25 cubic yard and 20 cubic yard roll-off dumpster at the RWWTP Facility.

1.6 The Contractor shall be responsible for and ensure that all spills or damages caused by spills are corrected immediately at Contractor's own expense. Correction of spills or damages shall be conducted in a manner approved by the City's representative.

1.7 The amount of sludge the Contractor may be asked to handle may vary depending on seasonal sludge production variations or mechanical failure of dewatering equipment where time is required to obtain necessary parts to repair the unit. There are no minimum/maximum quantities of sludge guaranteed under this contract.

1.8 The Contractor shall be responsible for damages to the City's facilities and/or City's equipment, and/or the buildings and their contents, by its work, negligence in its work, and its personnel. The Contractor shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work.

1.9 The Contractor shall provide all data and documentation necessary for the preparation of the Annual Sludge Disposal Report as required by the Texas Commission on Environmental Quality (TCEQ). Data and documentation shall be provided annually no later than August 10th to the City of Richmond at 600 Morton Street, Richmond Texas 77469. The City will prepare the report and submit to TCEQ by the required deadline.

2. REQUIREMENTS FOR HAULING AND DISPOSAL OF SLUDGE

2.1 The Contractor shall provide the following:

A. Proposals shall include the type and quantity of equipment necessary to haul and dispose of the daily production of sludge. Each equipment description shall include the distance from the plant to the location where the equipment is normally stored.

B. Commit to transport sludge material from City Facilities on any day Disposal Facility is open to receive sludge material

C. All vehicles loaded with sludge shall be properly covered with tarpaulins (if dry sludge) prior to leaving the City Facility and en route to disposal site(s).

- D. Contractor shall provide and locate trailers or roll-off containers at designated locations for loading and removal of sludge material.
 - E. The Contractor shall provide the firm's TCEQ number.
 - F. The Contractor shall be responsible for overweight permit and associated costs.
 - G. The Contractor shall provide copies of all signed manifests to the City Administrator. At a minimum, the manifest will include the contractor's disposal vehicles initial weight per ton and exit weight per ton upon entering and existing disposal facility, estimated tons, and the name and location of the disposal facility.
- 2.2. The base time schedule for pick-up of sludge shall be as follows:
- A. Seven (7) days per week except City holidays
 - B. 24 hours a day as needed
 - C. During summer peak season, sludge may be pressed seven (7) days a week and trailers will be needed to store solids on days that landfills are closed. The City reserves the right to change time schedule specified but not before notifying the Contractor at least one day prior to the change.
- 2.3. The response times for pick-up of sludge shall be as follows:
- A. 24 hours for routine hauling
 - B. 8 hours for emergency hauling
- 2.4. It shall be the Contractor's responsibility to ensure that all quantities of sludge specified are hauled away and disposed as requested by the operator. Further, it is the Contractor's responsibility to ensure his equipment is compatible with the facility dimensions to efficiently and effectively perform work. Under normal operations, containers are filled each day. The contractor should be on Site by 8:00 am each day unless told otherwise. Once notified the contractor is expected to remove the filled container for disposal and replace with an empty container the day of notification. In the event of dewatering equipment failure, the operator, will notify the contractor via telephone requesting that solids be removed via vacuum truck (wet haul). Within 12 hours of notification and until such time the dewatering equipment is back in operation the contractor shall wet haul at a rate necessary for the facility to continue operations. Times provided are approximations, coordination with City staff is essential to quality service.
- 2.5. In the event the services to be provided are not furnished or are deficient, in the City's sole opinion, after the contractor has received notice from the City, the City reserves the right to employ other contractors for removal and/or disposal of sludge. Repeated deficiencies or failure to furnish required services may, in the City's discretion, be considered grounds for termination of contract.
- 2.6. City personnel will provide the following:
- A. Personnel and equipment to load sludge into the provided containers while the containers are

on the City facility.

B. Yearly laboratory analysis and profiles.

C. Signed manifests for the transportation of sludge material as required by disposal facility.

3. PROPOSAL PRICING

3.1 Proposer shall provide a proposal price per Ton and/or price per gallon, which shall include hauling and disposal of sludge as follows:

A. Hauling and disposal of approximately 6,000 cubic yards of pressed sludge per year average from the RWWTP.

B. Hauling and disposal of approximately 2,000,000 gallons of wet surface water plant sludge per year average from the RSWTP.

C. Hauling and disposal of approximately 500,000 gallons of wet wastewater plant sludge per year average from the FB MUD 116 and the RWTTP if needed.

D. Proposal price shall be FOB Richmond, Texas facility(s) and include any landfill tipping charges or other disposal fees and all bridge and tolls that may be incurred in the performance of the work specified.

E. Unit prices shall include all work, furnished material, equipment, labor, tools, fuel surcharges, and all apparatus necessary to complete the work specified.

F. Please specify any other charges that may apply and include the amount and conditions under which these charges would apply. Charges that are not listed will not be considered for payment.

4. PAYMENT TERMS AND INVOICING

4.1 The City normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, and accepted as specified.

4.2 Invoices must be received in the City Finance office no later than the 10th of the following month and presented for payment in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing:

City of Richmond Accounts Payable
402 Morton Road
Richmond, Texas 77469

5. METHOD OF PAYMENT

5.1 Payment for hauling and disposal of sludge shall be made on a per ton basis as measured by the City's authorized agent. If weight scales are available at disposal locations, contractor shall provide weights for all loads. The Contractor shall be paid monthly upon submission of an invoice with all

properly completed back-up documents. Copies of all back-up documents shall be fully and legibly executed with the signature of the Contractor's and City's authorized agent(s). All back-up documents shall specify the site used in the disposal of sludge.

6. CERTIFICATION OF CONTRACTOR METHOD OF PAYMENT

6.1 Contractor shall be registered with the Texas Commission on Environmental Quality (TCEQ) for Hauling of sludge within the State of Texas. **METHOD OF PAYMENT Proposers must include a copy of the TCEQ registration with proposal.**

7. LAWS, REGULATIONS, PERMITS, AND TAXES

7.1 The Contractor is required to comply with all Federal, interstate, State, Local, and municipal laws, ordinances, rules and regulations pertaining to the hauling and disposal of sludge.

7.2 Licenses, registrations, permits, authorizations, and all associated fees required for the transportation and disposal of sludge waste are the sole responsibility of the Contractor.

7.3 The Contractor shall be responsible for paying any and all Federal, State, City, and local taxes, fines, penalties and assessments arising out of the hauling and disposal of sludge specified.

7.4 The Contractor must have current landfill permit that list the disposal facility authorized to receive sludge. Landfill permit must be kept current throughout the contract time.

7.5 The Contractor must have a current TCEQ Sludge Transporter Registration for vehicles used for this contracted service.

8. TERMS OF CONTRACT

8.1 The initial contract period will be for one year from the date of contract signing.

8.2 The Contract may be extended by mutual consent of the Contractor and the City for four [4] additional one year terms at the City's discretion.

9. INFORMATION REQUESTED FROM THE PROPOSER

9.1 Title Page - Show the RFP subject, the name of the proposer's firm, local address, telephone number, name of contact person, e-mail address and date.

9.2 Table of Contents - Clearly identify the *services* by section and page number.

9.3 Letter of Transmittal - Limit of one to two pages

A. Separate Executive Summary

B. Give the names of the persons who will be authorized to make representations for the proposer, their titles, addresses, e-mail addresses, and telephone numbers.

9.4 Proposal Response Submittals

- A. Completed proposal form
- B. Submit copy of landfill permit (s) listing authorized landfills
- C. Submit copy of TCEQ Transporter Registration
- D. Proposal must include information regarding:
 - Describe method of proposed sludge disposal
- E. List of vehicles permitted to transport this material
- F. List landfills for disposal of this material
- G. List at least 3 municipal references (installations comparable in size to this project).
- H. Services as follows:
 - Provide cost for each item listed

9.5. Submit Three (3) hard copies (1 signed original and 2 copies) and (1) digital copy of the proposal.

10. SPECIAL INSTRUCTIONS TO PROPOSERS

10.1 Contractor is responsible for the repair and service of their vehicles and its related equipment. The City is not allowed to lend or allow the borrowing of tools, oil, lubricants, battery charger, battery to jump off vehicle, air for tires, etc.

10.2 Contractor is responsible for providing the equipment necessary to effectively and safely maneuver the sludge containers. It is the Contractor's responsibility to ensure his equipment is compatible with the facility dimensions to efficiently and effectively perform work.

10.3 Contractor is responsible for providing services during rainy weather, coordinated with on-site operations supervisor(s).

10.4 The facility telephones and related communications equipment are strictly for City business only. Drivers will not be allowed to use the City communications system except in the case of an emergency. This is true even if drivers work after normal business hours and weekends.

10.5 Socializing and "horseplay" between contractor employees and City employees are not allowed. We are to keep our relationship on a professional and business basis.

10.6 Truck drivers are not allowed to wash their tractor and rigs at the facility site.

10.7 Truck drivers are to minimize the amount of mud they track in the facilities during wet weather.

10.8 Use of restrooms and wash basins is restricted to the office/shop facilities and drivers should make sure they maintain cleanliness of our facility.

10.9 Truck drivers are not to occupy any of the City buildings or offices unattended. Their sole purpose for occupying our facilities should be to sign off on the manifest or an emergency. Drivers need to complete their manifest legibly with the correct information and dates.

10.10 City staff will sign all manifests only after the load has been attached to the vehicle and is ready to leave the plant.

10.11 The Kitchenettes in each facility, (microwave, refrigerator, range, dining area, coffee table) are for City employees only.

10.12 Any variation of this proposal needs to be documented in the proposal documents at the opening as specified.

SUPPLEMENTAL INFORMATION

1. MSDS/SDS of the sludge material is posted in the Administrative Building at each location.
2. Typical daily loads done with truck per day: Most of the time there will be one load removed on a daily basis, sometimes as many as 2 loads per day, and sometimes no loads per day. Loads are dependent on the demands put on the plant at the time.
3. Our odor control chemical is Ferric Sulfate for wastewater, so there will be trace amounts of it also.
4. Our coagulation chemical is Aluminum Chlorohydrate for water, so there will be trace amounts of it also.
5. Proposal price shall include any landfill tipping charges or other disposal fees and all bridge and tolls that may be incurred in the performance of the work specified.
6. We currently test for metals in the sludge. Test results demonstrate none has been found or just trace amounts. Test are performed to document compliance with 40 CFR Appendix I to Part 257, Maximum Contaminant Levels (MCLs)

SPECIFICATIONS

The Work consists of the furnishing of all labor, materials, services, equipment, and appliances required for the delivery and the supplying of products and/or services as described herein and in the contract documents. The term "Proposal" applies to all solicited documents, whether Request for Proposals (RFP), Request for Bids (RFB), or Request for Qualifications (RFQ).

1. **PROPOSAL SUBMISSION:** Proposal must be received no later than the PROPOSAL opening date and time specified above. All Proposals received after closing time will not be considered.

1.1. To be considered as eligible to submit a Proposal, a Proposer shall have complied with all legal requirements to permit him to operate under applicable laws of the State in which the work is to be executed.

1.2. If responding by regular mail services, mail is delivered at approximately 2:00 PM.

1.3. If responding by express mail, allow sufficient time for delivery to the City of Richmond Public Works Department. **FAXED PROPOSALS WILL NOT BE ACCEPTED.**

2. **WITHDRAWAL OF PROPOSALS:** No Proposal may be withdrawn for a period of 60 days after Proposal opening, except by mutual consent of the City and Proposer, and except that Proposals may be withdrawn upon written request received from Proposer prior to time established for receipt of Proposals.

3. **SIGNATURE ON PROPOSALS:** Proposal, to be valid, must be manually signed in ink by authorized person. By such signature, Proposer agrees to strictly abide by the terms, conditions, and scope of work embodied in this RFB.

4. **EXAMINATION OF PROPOSAL DOCUMENTS:** Before submitting a Proposal, all Proposers shall examine the complete Proposal documents, including Proposal Notice, Instruction to Proposer, and General Scope of Services, all of which are part of the Proposal documents.

5. **ADDENDA:** If necessary, Addendums will be posted on the City of Richmond web site at <http://www.richmondtx.gov/departments/requests-for-proposals-qualifications-and-bids>. Addenda will be sent to all firms sent the original Request for Proposal. Answers to all questions, inquiries, and request for additional information will be issued in the form of Addenda. Also, prospective Proposer may, during the Proposal period, be advised by Addenda of additions, deletions from, or changes in the requirements of the Proposal documents. The City will not be responsible for the authenticity or correctness of oral interpretations of the Proposal documents or for information obtained in any other manner than through the media of addenda. Receipt of each Addendum shall be considered a part of the contract documents. Failure to acknowledge receipt of Addenda issued may invalidate a Proposal as incomplete.

Proposers are responsible for checking the City of Richmond (COR) web site (www.richmondtx.gov) for updates and Addenda until the time at which the submission is due. Failure to respond to all requirements, including those Addenda, may be grounds for rejection of your Proposal.

Any questions concerning this Proposal should be emailed to Howard Christian, Assistant City Manager, no later than five (5) days prior to the opening of the Proposal at hchristian@richmondtx.gov. This is to

allow the City sufficient time to respond to inquiries and provide information to all interested Proposers by Addenda.

6. **TAXATION:** The City is exempt under the Sales Tax and Use Tax Laws, and the Proposer shall not include such taxes in the Proposal. Excise Tax Exemption Certificate will be furnished by the City on request.

7. **FREIGHT CHARGES & FOB POINT:** Quote all Proposals F.O.B. destination, fuel surcharges, transportation prepaid and allowed, i.e., included in the price quoted

8. **QUALIFICATION OF PROPOSERS:** The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the City that such Proposer is properly qualified to carry out the obligations of the contract and to complete the Work contemplated herein. Conditional Proposals will not be accepted.

9. **QUALIFYING PROPOSALS:** Any special conditions or qualification concerning price, delivery, etc., of items proposed must be included in the Proposal response by the Proposer. If a minimum shipment is required on any item, please state on Proposal.

10. **CONSIDERATION OF PROPOSALS:** Unless stated otherwise in the Advertisement or Invitation to Proposal, the properly identified Proposals received on time will be opened publicly and will be read aloud. Proposers are invited to be present.

11. **QUANTITIES:** Unless stated otherwise in this Proposal, the City is obligated during the period stipulated to purchase its normal requirements from the successful Proposer and the Proposer is obligated to supply the quantities which the City requires for its operation. The quantities stated are given as a general guide for proposing but are not guaranteed amount, they represent the best estimated usage. The City reserves the option to purchase more or less services at the Proposal price.

12. **PROPOSAL ERRORS:** All Proposals shall be deemed final, conclusive, and irrevocable, and no Proposal shall be subject to correction or amended for errors or miscalculations by the Proposer after Proposal opening date.

13. **COMPLIANCE WITH SCOPE OF SERVICES AND RIGHT OF SELECTION:** The Proposer shall abide by and comply with the true intent of the scope of services and not take advantage of any unintentional error or omission.

14. **DEVIATION FROM SCOPE OF SERVICES:** All deviations from the Scope of Services must be noted in detail by the Proposer, in writing, at the time of submittal of the formal Proposal. The absence of a written list of deviations at the time of submittal of the Proposal will hold the Proposer strictly accountable to the City to the Scope of Services as written. Any deviations from the scope of services as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or item when delivered.

15. **REPRESENTATIONS:** By execution and submission of this Proposal, the Proposer hereby represents and warrants to City as follows: The Proposer has read and understands the Proposal Documents and this Proposal is made in accordance with the Proposal Documents.

16. INDEMNIFICATION: THE PROPOSER SHALL COMPLY WITH THE REQUIREMENTS OF APPLICABLE LAWS, RULES, AND REGULATIONS AND SHALL EXONERATE, INDEMNIFY AND HOLD HARMLESS THE CITY FROM ANY AND ALL LIABILITY OR DAMAGES RESULTING FROM FAILURE TO DO SO.

IN ADDITION, THE PROPOSER AGREES TO KEEP, SAVE AND HOLD THE CITY HARMLESS FROM ANY AND ALL ACTIONS, LIABILITIES, DAMAGES, JUDGMENTS, COSTS AND EXPENSES INCLUDING REASONABLE ATTORNEY'S FEES, IN CASE AN ACTION IS FILED OR DOES IN ANY WAY ACCRUE AGAINST THE CITY, ITS OFFICIALS, OFFICERS, AND EMPLOYEES IN CONSEQUENCE OF THE CONTRACT FOR ANY NEGLIGENT ACT OR OMISSION OF THE PROPOSER IN THE PROVISION OF MERCHANDISE/SERVICES UNDER THE CONTRACT, OR THAT MAY RESULT FROM THE CARELESSNESS OR LACK OF SKILL OF THE PROPOSER OR THE PROPOSER'S AGENT, PROPOSERS, ASSIGNS OR EMPLOYEES. IN THE EVENT A JUDGMENT IS RECOVERED AGAINST CITY FOR ANY SUCH LIABILITY, COSTS OR EXPENSES, SUCH JUDGMENT SHALL BE CONCLUSIVE AGAINST THE PROPOSER.

IT IS SPECIFICALLY UNDERSTOOD AND AGREED BY THE PROPOSER THAT SUCH INDEMNITY IS INDEMNITY BY THE PROPOSER TO INDEMNIFY AND PROTECT THE CITY FROM LIABILITY, CLAIMS, SUITS, LOSSES, DAMAGES OR CAUSES OF ACTION DUE TO THE PROPOSER'S NEGLIGENCE, ERROR OR OMISSION.

17. EVALUATION FACTORS: Proposers may furnish pricing for all or any portion of the Solicitation (unless otherwise specified). The City may evaluate and award the Contract for any item or group of items shown on the Solicitation, or any combination deemed most advantageous to the City. Proposals that specify an "All or None" award may be considered if a single award is advantageous.

18. CRITERIA FOR AWARD: The City will award contracts to the Proposer that represents the "Best Value" to the municipality (City), price and other factors considered. In determining the "Best Value", the following criteria will be considered as provided in section 252.043 of the Texas Local Government Code, as amended:

- Cost of Service and any additional fees;
- References and Reputation of the Proposer and the Proposer's goods/service;
- Quality of the Proposer's goods or services;
- Extent to which the goods or services meet the Municipalities (the City) needs;
- Impact on the ability of the municipality (the City) to comply with laws and rules relating to contracting with historically underutilized businesses and non -profit organizations employing persons with disabilities;
- Acceptance of City of Richmond Contract Terms and Conditions
- Completeness/Thoroughness/Neatness of Submittal
- The total long term cost to the municipality (the City) to acquire the Proposer's goods or services; and
- Any relevant criteria specifically listed in the RFP

19. AWARD OF CONTRACT: Upon completion of evaluation of Proposals, all Proposers will be notified by email of the recommended vendor.

20. TERM OF CONTRACT: The services of the Proposer shall commence on the effective date of the

Contract and shall continue twelve (12) months from the effective date unless otherwise stipulated elsewhere in this Proposal.

21. **CANCELLATION/OPEN MARKET PURCHASE:** The City reserves the right to cancel the entire contract immediately and/or purchase in the open market at the current price and charge the Proposer the difference between the price so paid and the Proposal price in the event contract is not delivered according to specification and/or awarded Proposal price.

22. **DELAYS AND DEFAULT:** In case of default during the term of the contract, the City reserves the right to terminate the contract, to purchase services in the open market, suspend future business with the Proposer and take any remedy as set forth in this solicitation/contract or any other remedy at law or in equity to the City.

23. **TERMINATION:** The contract may be terminated at any time by the City for any cause without penalty or liability. Upon receipt of such notice, the Proposer shall immediately discontinue all services and actions.

24. **PAYMENT:** Unless otherwise specified, payment for services and/or product will be processed within thirty (30) days from invoice date and acceptance of work and/or product.

CHANGE OF CONTRACT PRICE: The contract price may only be changed by Change Order or by a Written Amendment.

25. **INSURANCE:** Successful Proposer shall purchase and maintain insurance in the limits listed below:

A. General Liability:

- a. Bodily Injury - \$500,000 per person/\$1,000,000 per occurrence Property Damage - \$1,000,000
- b. Aggregate - \$2,000,000

B. Automobile Liability - \$1,000,000 per claim/aggregate

C. Workers Compensation - Statutory

Certificates of such insurance in these limits are to be provided to the City within ten (10) days after Notice to Proceed or Award and before any commencement of delivery or work under this contract. Certificates of Insurance shall provide that the City shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change. The Certificate of Insurance shall indicate the City as an Additional Insured.

26. **NEW PROPOSER REQUIREMENTS:** By definition a new Proposer is one who has not supplied these products or services to the City within the last three (3) years. New Proposers are:

A. Requested to submit references from at least two municipalities or special districts of similar size and usage as the City.

B. References shall include:

- Contact Person
- Telephone number or
- Letter of performance which certifies the quality of the Proposer's product and promptness of delivery

C. Completed W-9 Form

27. Provision of Texas Ethics Commission Form 1295 (“TEC Form 1295”) by Bidders: Effective January 1, 2016, pursuant to Texas Government Code § 2252.908 (the “Interested Party Disclosure Act” or the “Act”), the Owner may not award the contract to a bidder unless the bidder has provided to the Owner a completed, signed and notarized TEC Form 1295 which has been assigned a certificate number by the Texas Ethics Commission (the “TEC”). Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC’s website, assigned a certificate number, printed, signed and notarized, and provided to the Owner. The TEC Form 1295 may accompany the bid or may be submitted separately, but must be provided to the Owner prior to the award of the contract. For purposes of completing the TEC Form 1295, the entity’s name is City of Richmond; the contract ID number is 2019T; and the description of goods and services is Sludge Hauling and Disposal Services for City of Richmond Utilities. Neither the Owner nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the TEC Form 1295.

IF NO REFERENCES ARE AVAILABLE THEN REASON FOR NON- COMPLIANCE TO THIS REQUIREMENT SHALL BE SUBMITTED.

FAILURE TO SUBMIT THE ABOVE INFORMATION MAY BE SUFFICIENT GROUNDS FOR REJECTION OF PROPOSAL OR DELAY ISSUANCE OF CONTRACT

Contractor Questionnaire
To be Completed by All Contractors and Submitted with Proposal

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Proposer may submit any additional information it desires.

1. Name of Proposer/Contractor
2. Permanent main office address
3. Date Organized
4. If a Corporation, where and when incorporated
5. Do you operate under an assumed name (s)? If so please list.
6. How many years engaged under present company name? Give former names of company with dates of operation under each.
7. Have you ever defaulted on or failed to complete a contract under your current company name or any other company name? If so, where and why? Give name and telephone number of Owner.
8. Has your company filed or been named in any litigation involving your company and the Owner on a contract within the last five years under your current company name or any other company name? If so provide details of the issues and resolution if available. Include lawsuits where Owner was involved.
9. List the names of all Owners with contact names and telephone numbers for whom you/your business has provided Sludge Hauling and Disposal Services within the preceding 24 months. Provide at least 5 businesses (*preferably municipalities*) and contract amounts.
10. Have you ever had a contract terminated by the Owner? If so, where and why? Give name and telephone number (s) of Owner (s).

11. Has your company implemented an Employee Health and Safety Program compliant with 29 CFR 1910 “General Industry Standards” and/or 29 CFR 1926 “General Construction Standards” as they apply to your Company’s customary activities?

No _____ Yes _____

12. The information provided, answers given and signatures affixed are provided to the City as an inducement to the City to further consider the Contractor to provide services to the City for which the Contractor expects to receive monetary compensation.

13. Pursuant to the solicitation for quotes and information for prospective proposers for the above mentioned project, the undersigned is submitting the information as required with the understanding that the purpose is for confidential use, only to assist in determining the qualifications of the contractor to perform the type and magnitude of work designated, and further, guarantee the truth and accuracy of all statements made.

Date on this _____ day of _____, 20_____

Company Name: _____

Signature: _____

Title: _____

Date: _____

W-9 Form to be completed by NEW CONTRACTORS and returned with Proposal Submittal

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
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Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ </p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; height: 20px;"></td> <td style="width:5%; text-align: center;">-</td> <td style="width:25%; height: 20px;"></td> <td style="width:5%; text-align: center;">-</td> <td style="width:40%; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
or					
Employer identification number					
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%; height: 20px;"></td> <td style="width:5%; text-align: center;">-</td> <td style="width:90%; height: 20px;"></td> </tr> </table>		-			
	-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**City of Richmond
Request for Proposals
Rebid Sludge Hauling and Disposal Contracted Services
Public Works**

By signing this proposal, the undersigned hereby affirms that he or she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discounts, trip, favor or service to a public servant in connection with this proposal. Failure to sign this proposal, or signing it with false statement, shall void the submitted proposal or any resulting purchase agreement, and the proposer shall not be considered for future proposals or proposals.

ADDENDA: The undersigned acknowledges receipt of Addenda No. ___ thru ___ issued during the time of proposal and the proposal prices include the changes.

The undersigned having carefully examined the specifications, instructions to Proposers, the special conditions/ instructions to Proposers, affirms that they are authorized to execute this Proposal and agrees to provide the sludge hauling and disposal services as specified at a total all-inclusive fixed unit price to include all labor, tools, equipment, materials, fuel surcharges, and related cost at the following price:

1. HAULING AND DISPOSAL OF SLUDGE AND FURNISHING THE REQUIRED REPORTS:

Item	Estimated Annual Units	Cost Per Unit	Total Proposal
Base Proposal			
Regional WWTP Tons per year (pressed sludge)	6,000		
Fort Bend MUD 116 – wet haul gallons	500,000		
Surface Water Treatment Plant – wet haul gallons	2,000,000		
Monthly Equipment Costs	12		
Total Base Costs			

2. ALTERNATIVE PRICING

Item	Cost Per Unit
RWWTP Wet Haul – Gallons as needed, Price per Gallon	
24/7 Emergency Vector Service (Four (4) hr minimum	

Vendors are encouraged to submit alternative disposal methods, as well as suggestions and pricing for beneficial land use of waste products.

Proposer: _____ Submitted by: _____

Address: _____ Signature: _____

_____ Title: _____

Tele. No. _____ Fax No. _____ Date: _____

Email Address _____

Contractor TCEQ Number _____

SUPPLEMENTAL INFORMATION

Contacts	To Place Orders	To Resolve Invoice Issues
Name		
Telephone No.		
Email Address		

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at www.ethics.state.tx.us/File	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		<input type="checkbox"/> Controlling	<input type="checkbox"/> Intermediary
5 Check only if there is NO Interested Party. <input type="checkbox"/>			
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. (month) (year) <div style="text-align: right; margin-top: 10px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>			
ADD ADDITIONAL PAGES AS NECESSARY			