



CITY OF LONGVIEW
REQUEST FOR PROPOSAL

The enclosed REQUEST FOR PROPOSAL (RFP) and accompanying SPECIFICATIONS are for your convenience in submitting an offer for the enclosed referenced products/services for:

RFP # 1920-14 BIOSOLID REMOVAL & DISPOSAL SERVICE

CLOSING DAY AND TIME: Sealed proposals will be received no later than:

2:00 P.M. FEBRUARY 5, 2020

MARK ENVELOPE:

1920-14 BIOSOLID REMOVAL & DISPOSAL SERVICES

RETURN PROPOSAL TO:

**CITY OF LONGVIEW PURCHASING OFFICE
PO BOX 1952, 300 W. COTTON (ZIP) 75601
LONGVIEW, TEXAS 75606**

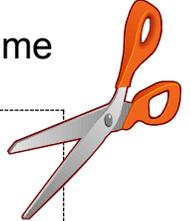
An optional Pre-Proposal Meeting and site tour will be held on January 16, 2020 at 10:00 a.m. at Grace Creek Wastewater Treatment Plant (GCWWTP) at 5211 W. Loop 281, Longview, TX. Pre-Proposal meeting is optional.

QUESTIONS regarding this solicitation should be directed to Jaye Latch at (903) 237-1324/purchasing@longviewtexas.gov on or before 5:00 P.M. CST, **January 22, 2020**. Information in response to any inquiry may be published as an addendum. Addendum can be found on the City of Longview website: purchasing@longviewtexas.gov/bids

Name of firm submitting proposal: _____

REQUEST FOR PROPOSALS (RFP)

Cut along the outer border and affix this label to your sealed proposal envelope to identify it as a "Sealed Proposal". Be sure to include the name of the company submitting the proposal.



SEALED PROPOSAL ● DO NOT OPEN

BIOSOLID REMOVAL AND DISPOSAL SERVICES

RFP No. 1920-14

RFP OPENING: FEBRUARY 5, 2020 @ 2:00 P.M. CST

For Information Contact:

Jaye Latch

(903) 237-1324

purchasing@longviewtexas.gov

Company Name: _____

Contact Name: _____

Telephone Number: _____

Proposals must be addressed to:

Jaye Latch
Purchasing Manager
PO Box 1952
Longview, TX 75606

Jaye Latch
Purchasing Manager
300 W Cotton St
Longview, TX 75601

or

Purpose

The purpose of this invitation is to provide for an annual requirements style contract for use by the City of Longview for the removal of Class B biosolids (digested and dewatered sanitary sewage cake) from the facility at the Grace Creek Wastewater Treatment Plant (GCWWTP) at 5211 W. Loop 281. City of Longview prefers a one (1) year contract with (4) additional one-year periods as it deems to be in the best interest of the City. Should an award result from this RFP, City of Longview will negotiate the awarded contract length.

Background

City of Longview operates the Grace Creek Wastewater Treatment Plant (GCWWTP) and services approximately 82,000 residents and businesses. The City wishes to contract with an experienced biosolid transportation service vendor that currently has established permitted land application sites. The City also wishes for the biosolid transportation service vendor to be capable of transporting to our local landfill site for disposal of said biosolids if it should be required.

Definitions

DEFINITIONS: The following words shall have the meanings ascribed to them below:

Contractor – A person, firm, or corporation with whom the contract is made by the City of Longview

Contract Administrator – The manager of the Wastewater Treatment Plant or other (s) duly appointed

Cake Sludge or Biosolids – Semi-solid, non-hazardous wastewater sludge or biosolid, 75% to 84% liquid cake, digested and dewatered sanitary sewage cake

C. Y. Cubic Yard - A volume in cubic yards

Owner – The City of Longview

GCWWTP- Grace Creek Wastewater Treatment Plant

TCEQ – Texas Commission of Environmental Quality

EPA – Environmental Protection Agency

Load- Minimum 14-16 yard truck reasonably full.

Instructions to Proposers

To qualify for submittal of a proposal the offeror must currently have a permitted land application site AND permitted landfill site located in the East Texas Area.

Proposals must be submitted no later than 2:00 P.M., local time February 5, 2020 as indicated on the invitation page. Late proposals will be returned unopened to the Offeror. If proposals are sent by mail to the Purchasing Department, the offeror shall be responsible for actual delivery of the proposal to the Purchasing Department before the advertised date and hour for opening of proposals. If mail is delayed either in the postal service, courier, or in the internal mail system of the City of Longview beyond the date and hour set for the opening, proposals thus delayed will not be considered and will be returned unopened.

Proposal must be submitted in a sealed envelope to the following address:

Mailing Address:
Office of the Purchasing Manager
ATTN: Jaye Latch
P.O Box 1952
Longview, Texas 75606

Physical Address:
Office of the Purchasing Manager
ATTN: Jaye Latch
300 West Cotton Street
Longview, Texas 75601

The envelope must be clearly marked with the RFP # 1920-14 Biosolid Removal and Disposal Services. A label is provided for you convenience. Proposals must be submitted in the format specified. FACSIMILE TRANSMITTALS OR ELECTRONIC SUBMISSIONS WILL NOT BE ACCEPTED.

Offerors assume all costs associated with the submission of a proposal including any potential cost for travel and time in negotiations or interviews.

Offers must be valid for a minimum of one hundred twenty (120) days commencing on the day of the proposal opening.

Proposals will be opened at stated time and location, but contents of the proposals will not be subject to public review. Only the names of the offerors will be read aloud.

Any interpretation, correction or changes to this specification will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Longview Purchasing Agent. Addenda can be found on the City of Longview website: www.LongviewTexas.gov/Bids . Addenda can also be obtained by calling City of Longview Purchasing office at 903-237-1324 or 903-237-1322. It is the responsibility of the proposer to obtain a copy of all addenda pertaining to this RFP.

Proposers are cautioned that the Longview Purchasing Division *is the sole point of contact* for the City of Longview (the City) during this process. Any oral statement by any representative of the City, modifying or changing any conditions of this RFP, is an expression of opinion only and confers no right upon the proposer. If additional information is needed to interpret the specifications, **written** questions will be accepted by:

City of Longview Purchasing Division
P.O. Box 1952 – 300 W. Cotton (Zip 75601)
Longview, TX 75606
903-237-1324
purchasing@longviewtexas.gov

Proposal Submission Requirements

In a single, sealed package, the Proposer will submit one (1) unbound original response (mark "Original" on this document), along with three (3) bound hard copies of the response

Proposals shall not be more than 50 pages, letter size paper, and follow the sequence outlined below. The purpose of the required format is to simplify the submittal preparation and evaluation process and to ensure that all responses receive the same orderly review.

Each proposal shall include, as a minimum, the following information:

1. Offer Statement and Business Information Execute Attachment I, Offer Statement and Business Information. An individual authorized to bind the Offeror must sign the statement and date the signatures actual date signed. List the name and phone number of the representative authorized to negotiate on behalf of the Offeror and answer any questions regarding the proposal. Include acknowledgement of any RFP addenda. Addenda will be posted on the City of Longview website: LongviewTexas.gov/Bids or may be obtained by calling the purchasing office at 903-237-1324. It is the offeror's responsibility to obtain any addenda. (Attachment 1)
2. Cover Letter and Description of Services: Provide a one or two page cover letter providing the following: A statement of the firm's understanding of the services required. The name, title, phone number, email address and street address of the person in the firm's organization who will respond to questions about the submittal. Highlight the firm's ability to perform the scope of work. Include any exceptions taken to the listed specifications and any additional requirements/responsibilities requested to perform listed services.
3. Firm Profile & Qualifications & References: This section should include a description of the firm's qualifications and abilities for performing the proposed work. The City wishes to contract with an experienced biosolid transportation contractor. Provide the following information: firm's name, email address, website address, mailing address, physical address and phone number. Identify types of services performed, number of years in business, number of employees, and a brief statement of the firm's background, demonstrating longevity and financial stability. Include the signature of the person authorized to bind the proposing firm to the terms of the proposal. Identify any conditions, such as bankruptcy, pending merger, pending litigation, planned office closures that may impede the Proposer's ability to perform requested services. Provide a list of at least three (3) references for which biosolid transportation services were provided in the last 3 years. References shall demonstrate services to the same size and degree as services requested in this RFP. Proposer shall provide proof of certification by TCEQ to haul Class B Sludge (biosolids). Proposer shall provide list of intended disposal site.
4. Provide a list of certified land application disposal sites & landfill disposal sites to be used in the performance of this contract. (Proposer **must** currently have both certified land application and landfill disposal sites to qualify to submit a proposal).
5. Provide copy of TCEQ class B disposal permit(s)
6. Equipment and Personnel: Provide a list of equipment owned or rented to be used in the performance of this contract, including but not limited to trucks, personnel and receiving containers.
7. Cost: Prices given shall include all costs for labor, materials, equipment, tools, permits, insurance and necessary equipment to load, transport and deliver processed cake biosolids from the City of Longview GCWTP, 5211 W. Loop 281, Longview to the nearest permitted beneficial land application site and/or nearest permitted designated landfill. Costs shall be submitted on

the provide Cost Proposal Sheet. (Attachment 2)

8. Attachments 3 House Bill 89 Verification Form

9. Attachment 4 Conflict of Interest Form

Evaluation Criteria

- a. The City is under no obligation to award a contract for the services described in this RFP. If the City awards a contract based on the proposals received in response to this RFP, the contract will be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the City considering the relative importance of price and the other evaluation factors included in this RFP. Award of any contract(s) will be subject to final approval of the City Council.
- b. The City of Longview will not be liable for any expense incurred in the preparation of the proposals. The City of Longview shall be under no obligation to return any response to this Request for Proposal or other material submitted as a result of this RFP.
- c. Proposers whose evaluation scores are in a competitive range may be invited for interviews and presentations. The City reserves the right to award without further interviews or presentations.
- d. Proposers assume all costs associated with any potential travel and time for interviews, presentations or negotiations.
- e. The criteria for selection of the successful offeror will be the following:
Proposals will be evaluated and scored as follows:
 - **40% Equipment and Personnel**
 - **30% Cost**
 - **30% Firm Profile/Qualifications/References**

Services Requested

To qualify for submittal of a proposal the offer or must currently have an established permitted land application site AND permitted landfill site located in the East Texas Area.

The City wishes to contract with an experienced biosolid disposal contractor that will transport and deliver processed cake biosolids from the City of Longview Grace Creek Wastewater Treatment located at 5211 W. Loop 281 to the nearest permitted beneficial land application site or, upon written notification from the City, the nearest permitted designated landfill. The primary disposal method must be land application. Biosolid removal to the landfill will be used as an alternate process and will only be used if the quality of the biosolid to be removed is not suitable for land application. City of Longview will issue written notification when the biosolids are not suitable for land application and need to be disposed of at the landfill. The City of Longview utilizes a manifest system that includes the use of forms for each load of biosolids that is transported from

the GCWWTP. These forms include the City's biosolids load number, yards of the biosolid leaving the plant site, the date the load left the plant, signature of transporter, date the load was deposited at the site or pounds of biosolids delivered to the landfill, signature of person receiving the biosolids at the processing site. Contractor will transport semi-solids in a method consistent with the safe transfer of biohazards, taking care not to spill or leak biosolids or otherwise contaminate streets, roadways, ditches, creeks or owners facilities or the disposal site facilities. "Chain of Custody" documentation shall be provided to the City of Longview for each load returned at the end of the day. The selected supplier must be approved by the Texas Commission on Environmental Quality (TCEQ) to haul Class B biosolids. The City projects approximately 14,000 yards hauled with approximately 7,500 yards being land apply only.

Contractor shall provide all labor, material, equipment, tools, permits, insurance and necessary equipment to load, transport and deliver processed cake biosolids from the City of Longview Grace Creek Wastewater Treatment Plant located at 5211 W. Loop 281 to the nearest permitted beneficial land application site or nearest permitted designated landfill as directed by the City. Successful Bidder shall provide at least one (1) truck driver to drive slinger trucks to and from the land application sites. Contractor will pay all fees, costs, and processing expenses for the safe and final disposition of biosolids except for landfill fees. The City will pay for the landfill fees. Tickets must be given to the City with each manifest of biosolids leaving the plant and headed to the landfill. Contractor will transport semi-solids in a method consistent with the safe transfer of biohazards, taking care not to spill or leak biosolids or otherwise contaminate streets, roadways, ditches, creeks or owners facilities or the disposal site facilities. The selected supplier must be approved by the Texas Commission on Environmental Quality (TCEQ) to haul Class B biosolids. Contractor must provide copy of TCEQ permit with proposal submission.

Laboratory data on the City's biosolids characteristics are on file at the Wastewater Treatment Plant Laboratory for review. Monitoring and/or testing not currently being performed by the City of Longview that will be required by the land application permit and/or landfill will be the responsibility of the Contractor.

Spills or Leaks: Contractor must diligently cleanup all spills and/or leaks of any materials such as, but not limited to biosolids, fuels, motor oil, hydraulic fluid, brake fluid, antifreeze and/or grease as soon as possible and have them removed by the end of the same work day that the spills or leaks occur, as per City of Longview Storm Water Permit. In the event that the spill or leak occurs on a non-work day, the spill or leak shall be promptly cleaned up & removed by the end of the next work day. This applies to all such materials whether the spill or leak originates from the trucks or other items such as maintenance crews, 5 gallons oil barrels, jugs of antifreeze, etc. Any breach of proper handling of materials will be just cause of the contract administrator to void the resulting contract and/or arrange for proper cleanup of spills at the contractor's expense.

Applicable Statutes: Contractor shall perform the biosolid hauling services under contract in accordance with all applicable statutes, rules and regulations of the Resource Conservation and Recovery Act, statutes, rules and regulations of the Texas Commission on Environmental Quality, Texas Department of Health and related agencies. The Contractor will be deemed responsible for compliance with all state, federal and local regulations regarding the disposal of municipal biosolid materials.

All Contractors performing services for the City of Longview are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and

Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

Disposal Site: All biosolid material hauled hereunder by contractor shall be disposed of in a proper site/facility duly permitted to receive such material. The Contractor will inform and provide records to the contract administrator of disposal events such as change of disposal location, diversion to beneficial land use or other. The City of Longview (owner) shall retain rights to approve or not approve of disposal locations.

Land Application and 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.

Disposal Site Designation: Contractor shall declare intent regarding disposal of materials on Attachment 2. Contractor shall not dispose of any materials in a manner not consistent with safe practice and approve disposal sites. Failure to declare disposal site or to list a site not properly permitted will be cause for rejection of the proposal. Failure to notify the Contract Administrator of any change of disposal location will be cause for voiding the contract and declaring the contractor to be in breach. Breach of contract or default authorized the City to exercise any or all rights. The City of Longview may exercise any right or pursue any remedy available at law or in equity for breach of this contract. The exercise of any right or pursuit of any remedy by the City for breach of this contract shall not prevent the City from exercising any other right or pursuing any other remedy available under this contract, under law, or in equity.

Equipment and Facility Information: The Contractor will be required to provide a receiving container or trucks at all times. Contractor will maneuver the container or truck for the receiving of biosolids during operation. Contractor is encouraged to inspect the biosolids press facility to determine any special needs related to maneuvering, parking, or performing the services of capturing and transporting biosolids. Contractor shall provide equipment (Trucks and/or containers) to allow for continuous loading of biosolids. Loading takes approximately 1 ½ hours per load.

Dimensions and maximum clearances are as follows:

Outside – Width of tracks 8’6”

Height – 10’9”

Wall to wall width – 15’11”

Tracks – steel channels 12” wide

Contractor must provide equipment (container or trucks) that is able to receive biosolids based on the above stated dimensions. Please see picture- page 7.

- Normal operations yield and amount of biosolid from 40 C.Y. up to 105 C.Y. per day, Normal operating hours – 6 a.m. to 4 p.m., Monday – Thursday - Fridays and Saturdays on an as needed basis.
- Biosolid plant operates and produces 3 to 7 days per week depending on the needs of the Owner. Biosolid production is variable.

- The Owner reserves the right to adjust plant production and operations hours as required to achieve best practices solids management in the plants.
- The approximate weight of cake biosolid is 1215 pounds.
- Load procession time is approximately 7.5 C.Y. per hour
- Total estimated C.Y. production is 14000 per year. This is an estimate only and may vary.
- Contractor must have at a minimum two trucks on duty and operable at all times, should a break down occur, contractor must have truck back in service within 72 hours. Failure to maintain operable trucks may result in a penalty of \$500.00 per day until truck is operable and back in service. Penalty will be assessed in writing by City Contract Manager.
- **Contractor is responsible for monitoring the loading of trucks while contractor is on site.**

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.



Terms and Conditions

WARRANTY SERVICES: The Vendor warrants that the services shall be performed in full conformity with this Contract, with professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice.

INDEPENDENT CONTRACTOR: The successful offeror will be an independent Contractor solely responsible for the acts, means, methods used to collect past due and delinquent accounts and outstanding fines and fees. This proposal does not seek to create an employer/employee relationship, joint enterprise, partnership, or joint venture.

THE PURPOSE OF THIS DOCUMENT IS TO PROVIDE for a contract for the product or services specified.

IT IS UNDERSTOOD that the City of Longview, Texas (City) reserves the right to accept or reject, in part or in whole, any or all proposals for any or all products and/or services covered in this request and to waive informalities or defects in any proposals and to accept such proposals as it deems in the best interests of the City of Longview.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5. Subtitle C, Chapter 171. City of Longview Charter prohibits Council members and other officers and employees of the City of Longview from taking any direct or indirect interest in the profits or emoluments of any contract, job, work, or service for the City of Longview.

ETHICS: The offeror shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Longview. City of Longview may request clarification or other information sufficient to determine offeror's ability to meet these minimum standards listed above. Failure to respond to such requests shall be cause for removal from consideration.

INDEMNIFICATION: The contractor agrees and shall indemnify and hold harmless City, its officers, agents, employees, and elected officials from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all, but not limited to, expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or damage to any property, arising out of or in connection with the acts and/or omissions of contractor under this contract.

SEVERABILITY: The invalidity, illegality or enforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of the Contract shall not be construed and enforced as if the Contract did not contain the particular portion or provision to be held void. The parties further agree to amend this contract to replace any stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is the essence of this Contract be determined void.

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

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Longview, Texas. Venue for actions arising under this agreement in federal courts shall lie exclusively in the Eastern District of Texas, Tyler Division, and for state courts shall lie exclusively in Gregg, County, Texas.

ASSIGNMENT: The successful offeror shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of Longview.

PROPRIETARY INFORMATION: The responders to any inquiry or proposal request shall state any restrictions on the use of data contained in their responses. Proprietary information will be handled in accordance with applicable law, regulations and policy of this jurisdiction.

SUBCONTRACTING: All subcontractors shall be clearly identified in the proposal. It is understood that all subcontractors are required to have and maintain the same level of insurance as the awarded Firm. Insurance requirements are listed below.

STORM WATER MANAGEMENT: Contractor shall implement best management practices (BMPs) to prevent stormwater pollution to the maximum extent practicable in accordance with the City of Longview's Stormwater Management Program. These BMP's include at a minimum:

- Performing regular inspections and maintenance on vehicles and equipment to prevent fluid leaks.
- Implement standard operating procedures (SOPs) for spill prevention and cleanup that include at a minimum the following:
 - (1) arrival of the responsible person or response personnel hired by the responsible person at the site of the discharge or spill;
 - (2) initiating efforts to stop the discharge or spill; including maintaining onsite spill kits
 - (3) minimizing the impact to the public health and the environment;
 - (4) neutralizing the effects of the incident;
 - (5) removing the discharged or spilled substances; and
 - (6) managing the wastes.
- Training and equipping all employees who are present on City property in appropriate actions in accordance with the SOP.
- Provide upon request records of onsite inspections and BMP's.

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL: Chapter 2270 of the Texas Government Code prohibits the City from entering into a contract with a company unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The term "boycott Israel" has the meaning assigned by Section 808.001 of the Texas Government Code. The required verification is included with and made a part of this ITB, and the same or substantially similar language must be made a part of the final contractual agreement between the City and the successful proposer.

DISCLOSURE OF INTERESTED PARTIES: Section 2252.908 of the Texas Government Code may require the successful proposer to file Form 1295 promulgated by the Texas Ethics Commission disclosing information about certain parties with a business interest in the successful proposer. If Form 1295 is required, the City cannot enter into a contract with the successful proposer unless the successful proposer submits Form 1295 at the time the successful proposer submits the signed lease-purchase contract to the City. Generally, the process for filing Form 1295 is as follows:

1. Prior to award by City Council, the successful proposer will be required to log in to the Texas Ethics Commission, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate Number." The successful proposer must print and sign Form 1295.
3. Within seven (7) business days from notification of pending award by the City of Longview Purchasing Department, the completed Form 1295 must be submitted to City of Longview.
4. The successful proposer will need to repeat this process and obtain a separate Form 1295 each time the successful proposer enters into a new contract, renews a contract or makes modification and/or amendments to a City of Longview contract.

Instructions and information are available at <https://www.ethics.state.tx.us/tec/1295-Info.htm> or you may call the Texas Ethics Commission at (512) 463-5800.

BY SUBMITTING A PROPOSAL YOUR FIRM AGREES TO ADHERE TO SECTION 2252.908 OF THE TEXAS GOVERNMENT CODE REFERENCED ABOVE.

Please Note: No action is required until notification of potential award by the City of Longview Purchasing Department.

Insurance

All proposers and subcontractors proposing to provide services to the City of Longview are required to have and maintain Workman's Compensation Insurance. The successful proposer shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, including without limitation the definition of "Workers' compensation insurance coverage" set forth in Section 401.011(44) for all employees of the successful proposer providing services to the city for the duration of the contract. A certificate of coverage must be provided prior to the awarding of the contract. If the certificate of coverage expires during the contract duration, the successful proposer must file a new certificate of coverage with the City of Longview showing coverage has been extended. Subcontractors, if used, must also provide proof of coverage to the City of Longview listing all persons providing services under this contract. The successful proposer shall retain all required certificates of coverage for the duration of the contract and for one year thereafter. The successful proposer shall notify the city in writing within ten (10) days of any change that materially affects the provision of coverage of any person providing services under the contract and required to be covered. The successful proposer shall post on each site notice, in the text, form and manner prescribed by the Texas Workman's Compensation Commission. The successful proposer shall contractually require each person with whom it contracts to provide service under the contract to:

1. Provide coverage for the duration of the contract term, based on proper reporting of classification codes and payroll which meets the statutory requirement of the Texas Labor Code, including and without limitation the definition of "Workers' compensation insurance coverage" set forth in Section 401.011(44) for all employees providing services under the contract.
2. Provide to the City of Longview prior to that person beginning work under the contract, a certificate of coverage showing that coverage is being provided for the duration of the contract for all employees of the person providing services under the contract.
3. Provide prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period ends during the duration of the contract.
4. Obtain from each other person with whom it contracts, certificate and extensions necessary to provide for coverage to all persons providing services under the contract.
5. Retain all certificates on file for the duration of the contract and for one year thereafter.
6. Notify the City in writing by certified mail of any changes affecting provisions for coverage of any person providing services under the contract.
7. Contractually require each person with whom it contracts to perform as required in subparagraphs 1 - 7, with the certificates of coverage to be provided to the person for whom they are providing services.

By signing a contract and providing a certificate of coverage, the successful proposer is representing to the City that all employees of the successful proposer who will provide services will be covered by workman's compensation for the duration of the contract. Failure to comply with any of these provisions is breach of contract by the successful proposer which entitles the governmental entity to declare the contract void if the successful proposer does not remedy breach within ten (10) days after receipt of notice of breach from the City.

Additional insurance is required. The successful proposer shall obtain and maintain for the full term of the contract the following insurance minimums written by a company licensed to conduct business in the state of Texas.

Employer's Liability - Bodily Injury by Accident - \$250,000 each accident
Bodily Injury by Disease - \$500,000 policy limit
Bodily Injury by Disease - \$250,000 each employee

Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protective; Broad Form Property Damage, Contractual Liability and Personal Injury.)

\$500,000 each occurrence
\$1,000,000 annual aggregate

Products and Completed Operations

\$500,000 each occurrence
\$1,000,000 annual aggregate

Comprehensive Automobile Liability:

Bodily Injury and Property Damage
Combined Single Limit: \$1,000,000 "CSL" each occurrence

The successful proposer shall include the City of Longview and its officers, agents, employees and elected officers as additional insured on all required Comprehensive General Liability and Comprehensive Automobile liability Insurance policies. Each insurance policy to be furnished by successful proposer shall include, by endorsement to the policy, a statement that a notice shall be given to the City of Longview by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

Note: The State of Texas has a "Financial Responsibility Law". The Contractor shall be certain that coverage is provided which conforms to any specific stipulation in the law.

Attachment 1

OFFER STATEMENT AND BUSINESS INFORMATION

This proposal is submitted in response to the Request for Proposal **1920-14 Biosolid Removal and Disposal Services** and constitutes an offer by this offeror to enter into a contract as described herein. I hereby certify that the foregoing proposal has not been prepared in collusion with any other offeror or other persons engaged in the same line of business prior to the official receipt of this proposal. Further, I certify that the officer is not now, nor has ever been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services offered, or to influence any person or persons to offer or not to offer thereon.

AUTHORIZED SIGNATURE

LEGAL NAME OF FIRM

AUTHORIZED SIGNATURE

TODAY'S DATE

TITLE

TELEPHONE NUMBER

FAX NUMBER

ADDRESS OF FIRM

CITY

STATE

ZIP CODE

EMAIL ADDRESS _____

ADDENDA ACKNOWLEDGED

Addendum No. _____ Initial _____

Addendum No. _____ Initial _____

Addendum No. _____ Initial _____

STATE RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the State of Texas. YES _____ NO _____

LOCAL RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the City of Longview, State of Texas. YES _____ NO _____

NON-RESIDENT CERTIFICATION: Our principal place of business is _____

Attachment 2

Cost Proposal

Prices given shall be inclusive, and shall include, but not limited to all labor, materials, equipment, tools, permits, insurance and necessary equipment to load, transport and deliver processed cake biosolids. Prices listed shall include all costs to successfully execute all requirements listed in this RFP except for landfill fees. The City will pay for the landfill fees. Cost will be evaluated based on annual estimates listed in this RFP document. City of Longview will consider the long term cost to the City. The lowest long term cost will be given the highest score for the cost evaluation category.

In fiscal year 2018-2019 approximately 15,000 cubic yards of biosolids were removed; **833 loads containing approximately 18yds with solids at ~21%.**

Price:

Contractor may utilize the Land fill only if sludge does not meet lab result criteria limits, rain or flooded fields, loading limits, landowner concerns or equipment breakdowns.

If all criteria (lab results) are met the sludge will be hauled to the permitted land application site.

The following estimates will be used to calculate the long term cost to the City. Estimated quantities are for evaluation purposes only. The city does not guarantee any specific amounts either minimum or maximum.

CITY OF LONGVIEW ANNUAL LOAD CALCULATION ESTIMATES:

Estimated annual number of loads to the landfill	208
Estimated annual number of mobilizations for landfill	1
Estimated annual number of loads to the land application site	625
Estimated annual number of mobilizations for land application	1

Cost Proposal-Continued

Please fill in proposed cost of services below:

Land Application Cost:

Mobilization fee (initial)	\$
Land Application (per load fee)	\$

Landfill Cost:

As directed by City when biosolids is not appropriate for land application:

Mobilization fee (initial)	\$
Landfill delivery (per load fee) (round trip)	\$

LIST INTENDED PERMITTED DISPOSAL SITES BOTH LAND APPLICATION AND LANDFILL:

Attachment 3

CITY OF LONGVIEW House Bill 89 Verification

I, _____ (Person name), the undersigned representative of _____ (Company or Business name)

_____ (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the _____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

Date

Attachment 4

NOTICE TO ALL CITY VENDORS AND ALL POTENTIAL CITY VENDORS:

On May 23, 2005, the Texas Senate passed House Bill 914, adding Chapter 176 to the Local Government Code, and imposing new disclosure and reporting obligations on vendors and potential vendors to local governmental entities beginning on January 1, 2006. Failure to abide by these new statutory requirements can result in possible criminal penalties. The City of Longview is requiring you to complete the attached Conflict of Interest Questionnaire (CIQ) Form, prepared by the Texas Ethics Commission, at the direction of the legislature and strongly recommends you become familiar with House Bill 914.

The City of Longview will not provide any further interpretation or information regarding these new requirements; however, you may contact the Texas Ethics Commission at

<http://www.ethics.state.tx.us/> or at 1-512-463-5800.

Please remit the CIQ form with your proposal.

Thank you.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

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.

Checklist

HAULING SERVICE:

Bidder's Response

- A. Successful Bidder shall provide at least two (2) slinger type trucks at the Wastewater Treatment Plant.

COMPLY _____

- B. Successful Bidder shall provide at least one (1) truck driver to drive slinger trucks to and from the land application sites.

COMPLY _____

- C. Successful Bidder will have sufficient equipment/trucks to load Biosolids continuously without interruption.

COMPLY _____

- D. Successful Bidder shall be responsible for any cleanup required as a result of spillage during transportation of biosolids, including any costs thereof.

COMPLY _____

DISPOSAL:

- A. Successful Bidder will have at least one (1) TCEQ permitted land Application site AND have access to permitted landfill located in the East Texas area.

COMPLY _____

- B. Name and location of proposed disposal site and contact, including telephone number.

COMPLY _____

- C. "Chain of Custody" documentation shall be provided to the City of Longview for each load returned at the end of the day.

COMPLY _____