



Brazos River Authority



QUALITY • CONSERVATION • SERVICE

Request for Bids

February 20, 2009

RFB No. 09-03-406

Dear Prospective Bidder:

Sealed Request for Bids will be received in the office of Administrative Services, Brazos River Authority, 4600 Cobbs Drive, Waco, Texas 76710 until **3:00PM Thursday March 12, 2009 for Sludge Hauling & Disposal Services at the Clute-Richwood Wastewater Treatment Facility.**

Bids must be submitted and received no later than the Bid opening date and time specified above. Bids will be opened publicly and will be read aloud. Any Bids received later than the specified time, whether delivered in person or mailed, shall not be considered. It is the standard practice of the AUTHORITY to collect mail once daily from the U S Post Office. Our daily mail pickup is at approximately 9:00 AM, Monday thru Friday, excluding holidays. The AUTHORITY is **NOT** responsible for ensuring the delivery of Bids to our offices. The bidder is solely responsible for the timely delivery of their Bids.

Mail Bids to: Administrative Services
Brazos River Authority
P.O. Box 7555
Waco, Texas 76714-7555

or Deliver to: Administrative Services
Brazos River Authority
4600 Cobbs Drive
Waco, Texas 76710

Bid envelopes must be plainly marked on the outside as follow:

SEALED BID - DO NOT OPEN

BID: **Sludge Hauling & Disposal Services at the Clute-Richwood Wastewater Treatment Facility**

BID NO: **09-03-406**

BID DUE DATE: **3:00 PM Thursday March 12, 2009**

There will be a **Mandatory Pre-Bid Meeting at 10:00 AM, Tuesday March 3, 2009**, at the Clute-Richwood Wastewater Treatment Plant located at 1411 Mockingbird Lane, Clute, TX 77531. Interested Bidders are **required to attend**. Only bidders who have attended the mandatory pre-bid conference will be allowed to bid on this project. A bid received from a bidder who has not attended the mandatory pre-bid conference will not be considered and will be returned unopened.

The Brazos River Authority hereafter referred to as the "AUTHORITY" shall have the right to accept or reject any or all bids, or any part thereof; to waive any technicalities in the interest of the AUTHORITY.

Sincerely,

Tom Downey
Purchasing Agent

4600 Cobbs Drive • Waco, Texas 76710
254 761 3113 • Fax 254 761 3290

BIDDER DIVERSITY PURCHASING POLICY

The Brazos River Authority (AUTHORITY) will ensure that purchases of equipment, materials, supplies, and/or services conform with Texas Procurement law as applicable to the BRAZOS RIVER AUTHORITY, are cost effective, and contributable to the competitiveness of the AUTHORITY and its customers.

Procurement activities will be conducted in an open and fair manner with equal opportunity provided to all qualified parties. The AUTHORITY will provide equal contracting opportunities as provided by state and federal law to small business enterprises, Historically Underutilized Businesses and Disadvantaged Business enterprises.

GENERAL INSTRUCTIONS TO BIDDERS

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 "Bid" applies to all solicited documents, whether Request for Bids (RFB), Request for Bids (RFP), or Request for Qualifications (RFQ).

1. BID SUBMISSION: Bid must be received no later than the BID opening date and time specified above. All Bids received after closing time will not be considered.

1.1 To be considered as eligible to submit a Bid, a Bidder 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 picked up at the local post office once a day at 9:00 AM

1.3 If responding by express mail, allow sufficient time for delivery to the Administrative Services Office. All deliveries are made to the Central Files Department and additional time shall be required for delivery to the Administrative Services Office.

1.4 FAXED BIDS WILL NOT BE ACCEPTED.

2. WITHDRAWAL OF BIDS: No Bid may be withdrawn for a period of 60 days after Bid opening, except by mutual consent of the AUTHORITY and Bidder, and except that Bids may be withdrawn upon written request received from Bidder prior to time established for receipt of Bids.

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

4. EXAMINATION OF BID DOCUMENTS: Before submitting a Bid, all Bidders shall examine the complete Bid documents, including Bid Notice, Instruction to Bidder, and General Scope of Services, all of which are part of the Bid documents.

5. ADDENDA: Answers to all questions, inquiries, and request for additional information will be issued in the form of Addenda. Also, prospective Bidder may, during the Bid period, be advised by Addenda of additions, deletions from, or changes in the requirements of the Bid documents. The AUTHORITY will not be responsible for the authenticity or correctness of oral interpretations of the Bid 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 Bid as incomplete.

Any questions concerning this Bid should be emailed to Tom Downey, Administrative Services Department no later than five (5) days prior to the opening of the Bid. **Mr. Downey's email address is tdowney@brazos.org.** This is to allow the AUTHORITY sufficient time to respond to inquiries and provide information to all interested Bidders by Addenda. Addendums will be posted on the AUTHORITY web site at www.Brazos.org> About Us> Purchasing and Professional Services> Request for Bids.

Bidders are responsible for checking the BRAZOS RIVER AUTHORITY web site (www.brazos.org) 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 Bid.

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

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

8. QUALIFICATION OF BIDDERS: The AUTHORITY reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the AUTHORITY that such Bidder is properly qualified to carry out the obligations of the contract and to complete the Work contemplated herein. Conditional Bids will not be accepted.

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

10. CONSIDERATION OF BIDS: Unless stated otherwise in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be opened publicly and will be read aloud. Bidders are invited to be present.

11. QUANTITIES: Unless stated otherwise in this Bid, the AUTHORITY is obligated during the period stipulated to purchase all of its normal requirements from the successful Bidder and the Bidder is obligated to supply the quantities which the AUTHORITY requires for its operation. The quantities stated are given as a general guide for bidding but are not guaranteed amounts, they represent the best estimated usage. The AUTHORITY reserves the option to purchase more or less of these services at the Bid price.

12. BID ERRORS: All Bids shall be deemed final, conclusive, and irrevocable, and no Bid shall be subject to correction or amended for errors or miscalculations by the Bidder after Bid opening date.

13. COMPLIANCE WITH SCOPE OF SERVICES AND RIGHT OF SELECTION: The Bidder 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 Bidder, in writing, at the time of submittal of the formal Bid. The absence of a written list of deviations at the time of submittal of the Bid will hold the Bidder strictly accountable to the AUTHORITY 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 Bid, the Bidder hereby represents and warrants to AUTHORITY as follows: The Bidder has read and understands the Bid Documents and this Bid is made in accordance with the Bid Documents.

16. INDEMNIFICATION: The Bidder shall comply with the requirements of all applicable laws, rules, and regulations and shall exonerate, indemnify and hold harmless the AUTHORITY from any and all Liability or Damages resulting from failure to do so.

In addition, the Bidder agrees to keep, save and hold the AUTHORITY 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 AUTHORITY, its officials, officers, and employees in consequence of the contract for any negligent act or omission of the Bidder in the provision of merchandise under the contract, or that may result from the carelessness or lack of skill of the Bidder or the Bidder's agent, Bidders, assigns or employees. In the event a judgment is recovered against AUTHORITY for any such liability, costs or expenses, such judgment shall be conclusive against the Bidder.

It is specifically understood and agreed by the Bidder that such indemnity is indemnity by the Bidder to indemnify and protect the AUTHORITY from Liability, Claims, Suits, Losses, Damages or Causes of action due to the Bidder's Negligence, Error or Omission.

17. EVALUATION FACTORS: Bidders may furnish pricing for all or any portion of the Solicitation (unless otherwise specified). The AUTHORITY 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 AUTHORITY. Bids that specify an "All or None" award may be considered if a single award is advantageous.

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

- Cost of Service and any additional fees;
- References and Reputation of the Bidder and the Bidder's goods/service;
- Quality of the Bidder's goods or services;
- Extent to which the goods or services meet the Municipalities (the AUTHORITY) needs;
- Impact on the ability of the municipality (the AUTHORITY) to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;

- Acceptance of Brazos River Authority Contract Terms and Conditions
- Completeness/Thoroughness/Neatness of Submittal
- The total long term cost to the municipality (the AUTHORITY) to acquire the Bidder's goods or services; and
- Any relevant criteria specifically listed in the RRB

19. AWARD OF CONTRACT: Upon completion of evaluation of Bids, the name of the successful Bidder will be posted on the BRAZOS RIVER AUTHORITY website at www.brazos.org> Purchasing and Professional Services, Request for Bids.

20. TERM OF CONTRACT: The services of the Bidder 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 Bid.

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

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

23. TERMINATION: The contract may be terminated at any time by the AUTHORITY for any cause without penalty or liability. Upon receipt of such notice, the Bidder 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.

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

26. NEW BIDDER REQUIREMENTS: By definition a new Bidder is one who has not supplied these products or services to the AUTHORITY within the last three (3) years. New Bidders are:

- A. Requested to submit references from at least two municipalities or special districts of similar size and usage as the AUTHORITY.
- B. References shall include:
 - Contact Person
 - Telephone number or
 - Letter of performance which certifies the quality of the Bidder's product and promptness of delivery
- C. Completed W-9 Form

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 BID OR DELAY ISSUANCE OF CONTRACT

**CONTRACTOR'S CERTIFICATION
OF
WORKER'S COMPENSATION INSURANCE COVERAGE**

PROJECT NAME: _____

PROJECT/BID NO. _____

CONTRACTOR: _____

ADDRESS: _____

TELEPHONE NO.: _____

IN ACCORDANCE WITH ARTICLE 8308-3.23 (c) VATS. **Texas Labor Code**, §401.011, §406.096 and Workers' Compensation Commission, Rule 110.110 (8/10/94). I CERTIFY THAT ALL OF THE EMPLOYEES EMPLOYED ON THE ABOVE REFERENCED PROJECT ARE COVERED BY WORKER'S COMPENSATION INSURANCE AS DEFINED BY CURRENT LAW, **Texas Labor Code**, §401.011, §406.096 and Workers' Compensation Commission, Rule 110.110 (8/10/94).

Name of Insurance Company Providing Worker's Compensation Coverage

A.M. Best (Insurance Rating) Number: _____

I FURTHER CERTIFY I HAVE IN FILE CERTIFICATION THAT ALL EMPLOYEES OF ALL SUBCONTRACTORS ON THE ABOVE REFERENCED PROJECT ARE COVERED BY WORKER'S COMPENSATION INSURANCE AS DEFINED BY CURRENT LAW.

Signature of Officer

Date

THIS COMPLETED FORM MUST BE RETURNED WITH BID

Request for Bids
Sludge Hauling & Disposal Services Clute-Richwood Water Treatment Facility
RFB No. 09-03-406

BIDDING TIMELINE

Bids are posted to AUTHORITY website and available to all interested bidders

Friday, February 20, 2009	Bid is available for Bidders to download from AUTHORITY website at www.brazos.org/ About Us/Purchasing and Professional Services/Request for Bids/Document No. RFB No. 09-03-406 and click on View this RFB.
10:00 AM, Tuesday, March 3, 2009	A MANDATORY pre-bid conference will be held at 10:00 AM, Tuesday March 3, 2009, at the Clute-Richwood Wastewater Treatment Plant located at 1411 Mockingbird Lane, Clute, TX 77531.
Noon, Thursday, March 5, 2009	Last day to ask questions or request additional information. . Send questions to Tom Downey at tdowney@brazos.org
5:00 PM Thursday, March 5, 2009	Post response to questions from the Pre-bid Conference and questions received as of noon Thursday, March 5, 2009 as an addendum on AUTHORITY website – www.brazos.org , Purchasing and Professional Services, Request for Bids.
3:00 PM, Thursday, March 12, 2009	Open Bids and begin evaluating proposals
5:00 PM, Thursday, March 12, 2009	Post bid tabulation on AUTHORITY website www.brazos.org ,

SCOPE OF WORK: The Brazos River Authority (AUTHORITY) will be accepting sealed Bids from qualified contractors to furnish all labor and equipment necessary for the hauling and disposal of sludge cake and liquid waste products.

The Clute-Richwood Wastewater Treatment Facility, waste products are to be **land filled only**. The Clute-Richwood Wastewater Treatment Facility produces an average of approximately 118 tons of belt pressed wastewater treatment plant sludge per month.

In addition, bidders will submit price per gallon to wet haul (vacuum truck) aerobically digested and/or non-digested (thickened) sludge with a solids content between 1.9 – 3.6 %. ***Note: Wet hauling will only become necessary in the event the facility's belt press is down for extended repairs.***

All % solids values are approximate and may vary.

1. GENERAL INSTRUCTIONS

- 1.1 There will be a **Mandatory Pre-Bid Meeting** at 10:00AM, Tuesday, March 3, 2009, at the Clute-Richwood Wastewater Treatment Facility, located at 1411 Mockingbird Lane, Clute, TX, 77531. Interested Vendors are required to attend. Only bidders who have attended the mandatory pre-bid conference will be allowed to bid on this project. A bid received from a bidder who has not attended the mandatory pre-bid conference will not be considered and will be returned unopened. While at the Pre-Bid meeting, all Bidders shall become familiar with the sludge material and the location and staging requirements for the containers to be used to receive and transport the material to the landfill.
- 1.2 ***All Bidders shall provide a complete description of the proposed method or methods to be used in disposal of sludge.***
- 1.3 All Bidders shall provide proof of all licenses and certifications required by Federal and State Regulatory agencies to perform the hauling and disposal of sludge.
- 1.4 The Authority reserves the right for its representative to inspect the contractor's vehicle prior to and after the actual loading of sludge.
- 1.5 Contractor will be responsible for containing all spillage of product that includes liquid and belt pressed solids, fuels and lubricants, polymers, and return water off the belt press. Sludge containers/roll-offs shall be properly designed and adequately maintained by the contractor to minimize the possibility of leaks and/or spillage.
- 1.6 The contractor shall be responsible to insure that all spills (including sludge, fuels, lubricants, hydraulic fluids, etc.) and/or damages caused by spills are immediately reported to the Authority's Representative, are corrected and documented at the contractors own expense. Correction of spills or damages shall be in accordance with all regulatory requirements and in a manner approved by the Authority's Representative.
- 1.7 The contractor shall be responsible for damages to the Clute-Richwood Wastewater Treatment Facility and/or Authority's equipment, Authority personnel vehicles or equipment, other on-site contractor vehicles or 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.
- 1.8 The amount of sludge the contractor may be asked to handle may vary depending on Seasonal sludge production variations or mechanical failure of the belt presses where time is required to obtain necessary parts to repair the units. **There is no minimum/maximum quantities of sludge guaranteed under this contract.**
- 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 should be sent to the City of Sugar Land South Waste Water Treatment Plant, 4802 Oil Field Road, Sugar Land, Texas, 77479. Information should be received by the Brazos River Authority **no later than** August 10 of the report year. The Brazos River Authority will prepare the report and submit it electronically to TCEQ by the required deadline.

2. REQUIREMENTS FOR HAULING AND DISPOSAL OF SLUDGE

- 2.1 The contractor shall provide the following:
- A. Include in your bid the type and quantity of vehicles necessary to haul and dispose of the daily production of sludge.
 - B. All vehicles loaded with sludge shall be properly covered with tarpaulins prior to leaving the Clute-Richwood Wastewater Treatment facility and en route to the disposal site(s).
 - C. The contractor shall spot trailers or roll-off containers for the Clute-Richwood Wastewater Treatment Facility to load as required to permit efficient removal of the sludge.
- 2.2 The base time schedule for pick-up of sludge shall be as follows:
- A. Five days per week
 - B. 7:00 A.M. to 3:00 P.M. each day
 - C. Monday through Friday except holidays

The Authority reserves the right to change the time schedule specified but not before notifying the contractor at least seven days prior to the change.

- 2.3 It shall be the contractor's responsibility to insure that all quantities of sludge specified are hauled away and disposed as requested by the operator. Under normal operations, containers are filled by 3:00 PM of each day and the operator will contact the contractor via telephone shortly thereafter. Once notified the contractor is expected to remove the filled container for disposal and replace with an empty container by 7:00 AM the following day. In the event of an extended belt press 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 belt press is back in service.
- 2.4 In the event the services to be provided are not furnished or are deficient, after the contractor has received notice from the Authority, the Authority reserves the right to employ other firms for removal and/or disposal of sludge. Repeated deficiencies or failure to furnish required services may, in the Authority's discretion, be considered a breach of contract.

3. BID PRICING

- 3.1 Bidder shall provide a bid price per ton of dewatered sludge (or price per gallon for non-dewatered sludge) which shall include hauling and disposal of sludge as follows:
- A. Hauling and disposal of approximately 118 tons of belt pressed wastewater treatment plant sludge per month from the Clute-Richwood Wastewater Treatment Facility.

In the event of extended dewatering equipment malfunction, the hauling will require the use of a vacuum truck to transfer liquid sludge from the facility process unit into the sludge transport vehicle. Bidder shall provide a price per gallon to transport and dispose of liquid sludge. For liquid hauling, please figure in the necessity to provide temporary suction hoses to place in tank for removal of sludge with a valve to prevent siphoning once loads are secured.

The total amount of sludge generation is not expected change significantly over the term of the contract but the amount produced by the facility may change in relation to plant flows.

- B. Bid price shall include any landfill tipping charges or other disposal fees, and all bridge and road tolls that may be incurred in the performance of the work Specified.
- C. Unit prices shall include all work, furnished material, equipment, labor, tools, and all apparatus necessary to complete the work specified.

4. METHOD OF PAYMENT

- 4.1 Payment for hauling and disposal of sludge shall be made on a per ton basis (or gallon if liquid hauling) as measured at the landfill, and documented by appropriate weight tickets. The contractor shall insure that each vehicle utilized for pick-up is visually affixed with its exact volume and weight. 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 Authority's authorized agent(s). All back-up documents shall specify the site used in the disposal of sludge.

Note: At the end of each month, the AUTHORITY will provide the contractor with average percent solids of the sludge produced from this facility. The AUTHORITY will also confirm the tons (or gallons) hauled and verify manifest numbers and landfill weight tickets. Invoices shall be based on documented back-up material such as legible landfill weight tickets.

5. CERTIFICATION OF CONTRACTOR

- 5.1 Contractor shall be registered with the Texas Commission on Environmental Quality (TCEQ) for Hauling of sludge within the State of Texas.
Include a copy of the TCEQ registration with bid response.

6. LAWS, REGULATIONS, PERMITS, AND TAXES

- 6.1 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.
- 6.2 The Contractor shall be responsible for acquiring at his own expense all licenses, registrations, permits, and authorizations necessary for the hauling and disposal of sludge specified.
- 6.3 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. TERMS OF CONTRACT

- 7.1 The Authority will award a contract for a term of one (1) year from the date of signing contract.
- 7.2 The Contract may be extended by mutual consent of the Contractor and the Authority for two (2) additional one year terms at the Authority's discretion.

- 7.3 If the contractor or the Authority does not want to extend the contract into year 2 or year 3, written notification of that intent must be provided to the other party sixty (60) days prior to the end of the current contract year.

8. BID SECURITY DEPOSIT

Each bid must be accompanied by a Bid security deposit made payable to Brazos River Authority in an amount not less than five percent (5%) of Bidders maximum Bid price for the first year. All Bid security deposits shall be in the form of a certified check or bid bond issued by a surety authorized to conduct business in Texas.

9. INSURANCE REQUIREMENTS

- 9.1 The contractor shall, at contractor's sole expense, shall maintain insurance coverage as set forth below:
- General liability
 - Bodily Injury \$500,000 per person
 - Bodily Injury \$1,000,000 per occurrence
 - Property Damage \$500,000 per occurrence
 - Aggregate \$2,000,000
 - Automobile Liability \$1,000,000 per claim/aggregate
 - Workers Compensation Statutory
 - Pollution Liability \$1,000,000 per claim/aggregate

10. CONFLICT OF INTEREST

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local government entity (i.e., Brazos River Authority) must disclose in the Conflicts of Interest Questionnaire Form ("Questionnaire") the person's affiliation or business relationship that might cause a conflict of interest with the local government entity. By law, the Questionnaire must be filed with the Brazos River Authority Records Management Officer no later than seven days after the date the person begins contract discussions or negotiations with the Brazos River Authority, or submits an application or response to a request for Bid or bids, correspondence, or another writing related to a potential agreement with the Brazos River Authority. Updated Questionnaires must be filed in conformance with Chapter 176.

The Questionnaire is available online at www.brazos.org/About Us/Purchasing and Professional Services.

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 is a Class C misdemeanor.

11. RFB Addenda, Updates, and Status

Each firm submitting a Bid is responsible for checking the Authority's website at www.brazos.org for updates and addenda until the time at which the submission is due. Failure to respond to all requirements including those through addenda may result in the rejection of a firm's Bid. The status of the bid will also be published on the website. Telephone calls or faxes regarding the status of the bid will not be accepted by the Authority.

NOTE: All submitted documents become the property of the Brazos River Authority.

12. INFORMATION REQUESTED FROM THE BIDDER

- 12.1. Title Page - Show the RFB No. subject, the name of the Bidder's firm, local address, and telephone number, name of contact person, e-mail address and date.
- 12.2. Table of Contents - Clearly identify the **services** by section and page number.
- 12.3. Letter of Transmittal - Limit of one to two pages
 - 12.3.1 Separate Executive Summary
 - 12.3.2 Give the names of the persons who will be authorized to make representations for the Bidder, their titles, addresses, e-mail addresses, and telephone numbers.
 - 12.3.3 List at least 3 references (installations comparable in size to this project).
- 12.4. Bid Response
 - 12.4.1 Completed bid form
 - 12.4.2 Bid must include information regarding:
 - Describe method of proposed sludge disposal
 - 12.4.3 Services as follows:
 - Provide cost for each item listed
 - 12.4.4 Submit two (2) copies of the bid, 1 original and 1 copy.

Contractor Questionnaire To be Completed by All Contractors
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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 Bidder may submit any additional information it desires.

- 1 Name of Bidder/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 3 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 Pursuant to the solicitation for quotes and information for prospective bidders 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 (please type or print)

Signature _____

Title _____

Date _____

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ -----
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below).

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 on page 4.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a

***If a Limited Liability Company and the
Classification is C=Corporation, TAX FORM
8832 Approved by the IRS must be submitted
with W-9 Form***

status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Special Instructions to Bidders

- 1 **Contractor is responsible for the repair and service of their vehicles** and its related equipment. Neither the Brazos River Authority nor the Cities of Clute or Richwood are allowed to lend or allow the borrowing of tools, oil, lubricants, battery charger, battery to jump off vehicle, air for tires, etc.
- 2 Contractor is responsible for providing the equipment necessary to effectively and safely maneuver the sludge containers.
- 3 Contractor is responsible for providing services during rainy weather, coordinated with on-site Operations supervisor(s).
- 4 **The facility telephones and related communications equipment are strictly for Brazos River Authority business only.** Drivers will not be allowed to use the Brazos River Authority communications system except in the case of an emergency. This is true even if drivers work after normal business hours and weekends.
- 5 **Socializing and “horseplay” between contractor employees and Brazos River Authority employees is not allowed.** We are to keep our relationship on a professional and business basis.
- 6 Truck drivers are **not allowed to wash their tractor and rigs** at the facility site.
- 7 Truck drivers are to **minimize the amount of mud** they track in the facility during wet weather.
- 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.
- 9 Truck drivers are **not to occupy any of the Clute-Richwood Wastewater Treatment Facility buildings or offices.** Their sole purpose for occupying our facilities should be to sign off on the manifest or in an emergency situation. Drivers need to **complete their manifest legibly** with the correct information and dates.
- 10 Brazos River Authority staff will sign all manifests only **after** the load has been attached to the vehicle and is ready to leave the plant.
11. The **Kitchenette at this** facility, (microwave, refrigerator, range, dining area, coffee table) are **for Brazos River Authority employees only.**
12. Any variation of this bid needs to be documented in the bid documents at the opening as specified.



Brazos River Authority

Request for Bids Sludge Disposal Contracted Services RFB No. 09-03-406

By signing this bid, 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 bid. Failure to sign this bid, or signing it with false statement, shall void the submitted bid or any resulting purchase agreement, and the proposer shall not be considered for future bids or bids.

ADDENDA: The undersigned acknowledges receipt of Addenda No. ____ thru ____ issued during the time of bid and the bid prices include the changes. Addendums will be posted on the AUTHORITY website at www.brazos.org.

BID BOND: Bid Bond (or certified check) attached in the amount of 5% of the base bid. The total base bid is the base bid for the Clute-Richwood Wastewater Treatment Facility times 5%.

The undersigned having carefully examined the specifications, instructions to Bidders, the special conditions/instructions to Bidders, affirms that they are authorized to execute this bid and deliver the items specified at the prices listed below. Bid prices to include hauling, disposal, fuel surcharges, and incidental charges.

1. Amount to be paid by the Brazos River Authority for the disposal of sludge and furnishing the required reports:

<u>Term/ Estimated Number of Tons of Sludge</u>	<u>Unit Price</u>	<u>Extended</u>
<u>Amount</u>		

Base Bid – Clute- Richwood Plant

Year 1

1,416 tons of dewatered sludge	_____ ton	_____
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Options for year 2 and year 3 – Clute- Richwood Plant

Year 2

1,416 tons of dewatered sludge per year	_____ ton	_____
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Year 3

1,416 tons of dewatered sludge per year	_____ ton	_____
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Base Bid for Alternative Disposal Method (Liquid Haul via Vacuum Truck) in the event the Clute- Richwood on-site belt press is down for repairs.

Gallons as needed, Year 1 _____ price / gal.

Options for year 2 and year 3 – Clute- Richwood Plant

Gallons as needed, Year 2 _____ price / gal.

Gallons as needed, Year 3 _____ price / gal.

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

BID FORM MUST BE COMPLETED AND SIGNED TO BE VALID

Contractor: _____

Submitted by: _____

Address: _____

Signature: _____

Title: _____

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

Email Address: _____

Contractor TCEQ Number _____

CONTRACTOR/ BIDDER CHECKLIST

- ☐ Bid Bond - ____ Certified Check ____ Bid Bond
- ☐ Attended MANDATORY pre-bid conference
- ☐ Receipt of addendums*.Addendums are posted on AUTHORITY website (Failure to acknowledge receipt of Addendums will be grounds for rejection of your Bid)
- ☐ Completed Contractor Questionnaire
- ☐ Two (2) copies of completed bid response in a sealed envelope
- ☐ Evidence of Insurability.
- ☐ Completed W-9, if a new vendor
- ☐ Written Work Plan
- ☐ Certifications and Licenses