

Line #	Description	QTY	UOM	Rafter P Transport (Rafter P		Synagro of Texas- CDR, Inc.	
				Total Price	Extended	Total Price	Extended
				Unit		Unit	
1	Section I – Dry Sludge Removal (40 Points)	1	PKG	\$272,900.00	\$272,900.00	\$415,200.00	\$415,200.00
			Unit				
1.1	Hauling & Disposal of dry sludge from Jefferson Water Treatment Plant	20000	Yards	\$7.44		\$13.12	
			Unit				
1.2	Hauling & Disposal of dry sludge from El Pico Water Treatment Plant	10000	Yard	\$12.41		\$15.28	
			Unit				

FY24-021 Pricing Summary & Evaluation Scoring:

	Rafter P. Transport	Synagro of Texas-CDR
Description	Unit Cost/Cubic Yard	Unit Cost/Cubic Yard
Hauling & Disposal of dry sludge from Jefferson Water Treatment Plant	\$ 7.44	\$ 13.12
Hauling & Disposal of dry sludge from El Pico Water Treatment Plant	\$ 12.41	\$ 15.28

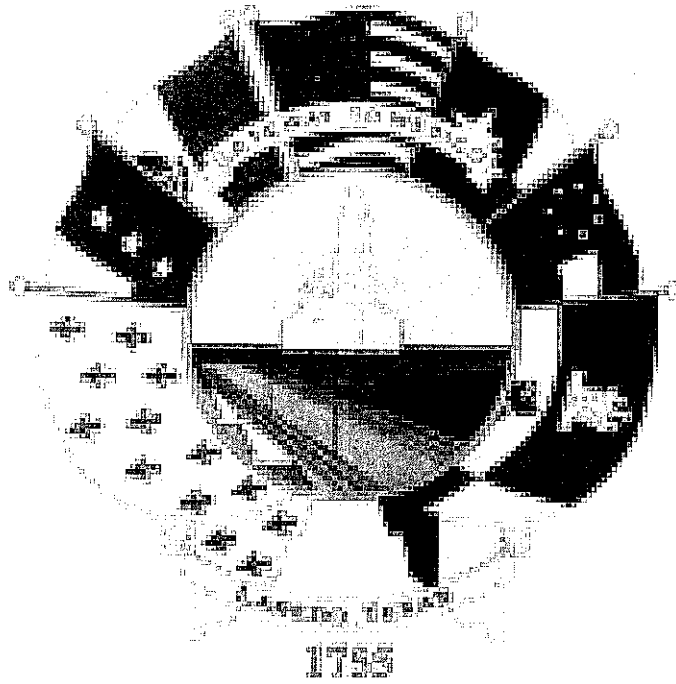
Evaluation Criteria:

Best Value Criteria	Maximum Points
Products/Pricing Services Provided	40
Performance Capabilities	30
Qualifications & Experience	30
Total	100

Best Value Score:

Vendor	Score
Rafter P. Transport	90
Synagro of Texas CDR, Inc.	55

Best Value Criteria Evaluation				Rafter P. Transport			Synagro of Texas CDR Inc.		
Products/Pricing & Services Provided (24.1 & 25.1)	Section	Max Points	Points	Weight %	Points x Weight	Points	Weight %	Points x Weight	
	I	40	35	1.00	35	20	1.00	20	
Perfromance Capabilities (24.2)	II	30	25	1.00	25	15	1.00	15	
Qualification and Experience (24.3)	III	30	30	1.00	30	20	1.00	20	
					Total Points	Total Points		55.00	
					Evaluation Score	Evaluation Score			



**FY24-021 Dry Sludge Removal  
Rafter P Transport  
Rafter P Transport, Corp  
Supplier Response**

**Event Information**

Number: FY24-021 Dry Sludge Removal  
Title: FY24-021 Dry Sludge Removal  
Type: Request For Proposal  
Issue Date: 11/8/2023  
Deadline: 11/27/2023 05:00 PM (CT)  
Notes:

**Contact Information**

Contact: Enrique Aldape III  
Address: Purchasing Division  
Public Works Service Center  
5512 Thomas Avenue  
Laredo, TX 78041  
Phone: 956 (794) 1733

Fax: 956 (790) 1805  
Email: ealdape@ci.laredo.tx.us

## **Rafter P Transport Information**

Contact: Wesley Pfeil  
Address: PO Box 813  
Floresville, TX 78114  
Phone: (830) 391-9870  
Email: rafterptransport@yahoo.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Wesley J Pfeil

*Signature*

Submitted at 11/27/2023 02:47:34 PM (CT)

rafterptransport@yahoo.com

*Email*

## **Response Attachments**

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### **Form CIQ.pdf**

Form CIQ

### **COL Affidavit.pdf**

Affidavit

### **Form 1295.pdf**

Form 1295

### **COL emergency reponse.pdf**

Emergency Response

### **COL Timeline.pdf**

Timeline

### **TCEQ 2024.pdf**

TCEQ Certificate

### **COL Problem Resolution.pdf**

Problem/Resolution

### **COL Invoice Process.pdf**

Invoicing Process

### **COL Customer References.pdf**

References

### **COL Govt Exp.pdf**

Government Experience

### **COL Key Employees.pdf**

Key Employment Personnel

## Bid Attributes

<b>1</b>	<b>Questionnaire Description</b> "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".
<b>2</b>	<b>Name of Offeror (Business) and Name &amp; Phone Number of Authorized Person to sign bid</b> Rafter P Transport Corporation
<b>3</b>	<b>State how long under has the business been in its present business name</b> 20 years
<b>4</b>	<b>If applicable, list all other names under which the Business identified above operated in the last five years</b> None
<b>5</b>	<b>State if the Company is a certified minority business enterprise</b> The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
<b>6</b>	<b>Questions Part 1</b> 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? None
<b>7</b>	<b>Questions Part 2</b> 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? None
<b>8</b>	<b>State if the Company is a certified minority business enterprise</b> This company is not a certified minority business

**9 Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from <http://www.ethics.state.tx.us/whatsnew/conflict forms.htm>. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

**10 Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**1 Conflict of Interest Questionnaire**

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

Yes ☐

**12 Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

**13 This is a**

☐ New Submission

**14 Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

Wesley J Pfeil

**15 Question 2. Contract Information**

Please include the following: a)Contract or Project Name b)Originating Department

Dry Sludge Removal - Utilities Department FY24-021

**16 Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Rafter P Transport Corporation



<b>1 7</b>	<b>Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.</b>  <div style="border: 1px solid black; padding: 2px; width: fit-content;">Not Applicable</div>
<b>1 8</b>	<b>Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3</b>  If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.  <div style="border: 1px solid black; padding: 2px;">No response</div>
<b>1 9</b>	<b>Question 5. List any individuals or entities that will be subcontractors on this contract</b>  <div style="border: 1px solid black; padding: 2px; width: fit-content;">Not Applicable</div>
<b>2 0</b>	<b>Question 5. List any individuals or entities that will be subcontractors on this contract</b>  If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.  <div style="border: 1px solid black; padding: 2px;">No response</div>
<b>2 1</b>	<b>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</b>  <div style="border: 1px solid black; padding: 2px; width: fit-content;">Not Applicable</div>
<b>2 2</b>	<b>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</b>  If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.  <div style="border: 1px solid black; padding: 2px;">No response</div>
<b>2 3</b>	<b>Question 7. Disclosure of political contributions</b>  List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner or officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)  <div style="border: 1px solid black; padding: 2px; width: fit-content;">Not Applicable</div>
<b>2 4</b>	<b>Question 7. Disclosure of political contributions</b>  If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.  <div style="border: 1px solid black; padding: 2px;">No response</div>
<b>2 5</b>	<b>Updates on contributions required</b>  Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

<b>26</b>	<p><b>Question 8. Disclosure of Conflict of Interest</b></p> <p>Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?</p> <p><input type="text" value="I am not aware of any conflict of interest"/></p>
<b>27</b>	<p><b>8. Disclosure of Conflict of Interest</b></p> <p>If you selected I am aware of conflict of interest in question 8, please list them in this section.</p> <p><input type="text" value="No response"/></p>
<b>28</b>	<p><b>Question 9. Updates Required</b></p> <p>I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.</p> <p><input checked="" type="checkbox"/> I have read and understand this section</p>
<b>29</b>	<p><b>Question 10. No Contact with City Officials or Staff during Contract Evaluation</b></p> <p>I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.</p> <p><input checked="" type="checkbox"/> I have read and understand this section</p>
<b>30</b>	<p><b>Question 11. Conflict of Interest Questionnaire (CIQ)</b></p> <p>Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.</p> <p><input checked="" type="checkbox"/> I have acknowledge that I have been advised</p>
<b>31</b>	<p><b>Question 11. Oath</b></p> <p>Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date</p> <p><input type="text" value="Wesley J Pfeil, President, Rafter P Transport Corporation 11/27/2023"/></p>
<b>32</b>	<p><b>Question 12. Oath</b></p> <p>I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.</p> <p><input checked="" type="checkbox"/> I swear or affirm information is correct</p>

**3**  
**3** **Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☒ I will comply with this form

3 Insurance Terms and Conditions

- 4 **INSURANCE REQUIREMENTS** If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.
- (a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.
- (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- (d) Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim/ \$2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.
- (e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- (f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.
- (g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
  2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
  3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
  4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
  5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
  6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
  7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
  8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
  9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
- (h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
  2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- (i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.
- (j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.**
- (k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.
- (l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.
- ☒ I agree my insurance meets minumum requirements

**Disqualification & Debarment Certification**

**DISQUALIFICATION & DEBARMENT CERTIFICATION** By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services 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 signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☒ I certify to the terms and conditions

**Contract Requirements**

**1. CODE OF ETHICS ORDINANCE** Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

**1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD** A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

**1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system)** The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

**1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system)** The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) **\*\*Upon Award of RFP Only\*\***

**1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system)** Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

**1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system)** Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm> In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

**Changes to Form 1295:**

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☒ I have read and understand this section

<b>3</b>	<b>7</b>	<p><b>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)</b></p> <p><b>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)</b></p> <p>Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p><input checked="" type="checkbox"/> I have read and understand this section</p>
<b>3</b>	<b>8</b>	<p><b>Ordinance 2018-O-175</b></p> <p>The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.</p> <p style="border: 1px solid black; padding: 2px;">No response</p>
<b>3</b>	<b>9</b>	<p><b>Terms and Conditions Request for Proposals</b></p> <p><b>TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS</b> These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.</p> <p>A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.</p> <p><b>GENERAL CONDITIONS</b> Vendors are required to submit Proposals upon the following expressed conditions:</p> <p>(a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.</p> <p>(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.</p> <p>(c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.</p> <p><b>1.0 PREPARATION OF PROPOSALS</b> Proposals will be prepared in accordance with the following:</p> <p>(a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: <a href="https://cityoflaredo.ionwave.net/Login.aspx">https://cityoflaredo.ionwave.net/Login.aspx</a> If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.</p> <p>(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.</p> <p>(c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.</p> <p>(d) Proposed delivery time must be shown and shall include business days.</p> <p>(e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.</p> <p><b>2.0 DESCRIPTION OF SPECIFICATIONS &amp; SUBSTITUTIONS</b> It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.</p>

### 3.0 SUBMISSION OF PROPOSALS

(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street.

(b) Proposals forms can be downloaded printed through Cit-E-Bid. Proposals can be submitted electronically through Cit-E-Bid by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>

**Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.**

(c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.

(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City.

(e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

### 4.0 REJECTION OF PROPOSALS

The City may reject a proposal if:

(a) Vendor misstates or conceals any material fact in the proposal.

(b) Proposal does not strictly conform to the law or the requirements of the proposal.

(c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.

(d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.

(e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any proposal.

### 5.0 WITHDRAWAL OF PROPOSALS

Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.

**6.0 LATE PROPOSALS OR MODIFICATIONS** Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

### 7.0 CLARIFICATION AND PROTEST PROCEDURE

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041

[mpescador@ci.laredo.tx.us](mailto:mpescador@ci.laredo.tx.us) Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

(b) For solicitations for goods and non-professional services valued at more than \$50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 [mpescador@ci.laredo.tx.us](mailto:mpescador@ci.laredo.tx.us) Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.



## 8.0 VENDOR DISCOUNTS

(a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

## 9.0 INTENT OF CONTRACT

(a) **ANNUAL SERVICE CONTRACT:** The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

**10.0 AWARD OF CONTRACT** The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. There will be one primary vendor and one secondary vendor for this contract.

Definition of best value criteria as per The Institute for Public Procurement is:

**"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."**

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)). The City shall give written notice to the Vendor if any of the following conditions exist:

(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled. (4) Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

## 11.0 ENTIRE AGREEMENT

(a) All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

## 12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: [jjolly@ci.laredo.tx.us](mailto:jjolly@ci.laredo.tx.us) For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

**13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:**

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE  
 OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS  
 CHAPTER 137: COMPLIANCE AND PROFESSIONALISM  
 SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS  
 §137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT  
 (a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☒ I Agree to the Terms and Conditions

**40 Performance Capability (30 Points) – Documentation Shall be uploaded on Cit-E-Bd**

- 24.2.1 Response to emergency requests. (10 Points)
- 24.2.2 History of meeting the services timelines. (10 Points)
- 24.2.4 Customer service/problem resolution. (5 Points)
- 24.2.5 Invoicing process. (5 Points)

☒ Yes

**41 Qualification and Experience (30 Points)--Documentation Shall be uploaded onto Cit-E-Bid.**

- 24.3.1 Experience and qualification of key employees. (TCEQ Licensed submittal required). (10 Points)
- 24.3.2 Past experience working with the government sector. (10 Points)
- 24.3.4 Minimum of 3 customer references relating to the products and services within this RFP. (10 Points)

☒ Yes

**Bid Lines**

**1 Package Header**

Section I – Dry Sludge Removal (40 Points)

Quantity: 1 UOM: PKG Total: \$272,900.00

Item Notes: Please submit "0" for unit price

**Package Items**

**1.1 Hauling & Disposal of dry sludge from Jefferson Water Treatment Plant**

Quantity: 20000 UOM: Unit Cost/Cubic Yards Price: \$7.44 Total: \$148,800.00

**1.2 Hauling & Disposal of dry sludge from El Pico Water Treatment Plant**

Quantity: <u>10000</u>	UOM: <u>Unit Cost/Cubic Yard</u>	Price: <u>\$12.41</u>	Total: <u>\$124,100.00</u>
------------------------	----------------------------------	-----------------------	----------------------------

**Response Total: \$272,900.00**

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

## OFFICE USE ONLY

Date Received

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

None

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 Wes Kild  
Signature of vendor doing business with the governmental entity

11-27-23  
Date

CITY OF LAREDO  
PURCHASING DIVISION

AFFIDAVIT

**Project:**

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}  
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is \_\_\_\_\_

(a Partner or officer of the firm of, etc.)

The party making the foregoing SOQ or bid, that such SOQ or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said SOQ or bid are true.

Wally PFEIL  
Signature of:

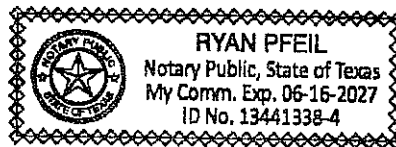
Bidder, if the Bidder is an individual  
Partner, if the Bidder is a Partnership  
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 27 day of NOV 2023

R. An  
Notary Public

My commission expires:

06/16/2027



**CITY OF LAREDO  
PURCHASING DIVISION**

<b>CERTIFICATE OF INTERESTED PARTIES</b>			<b>FORM 1295</b>																																							
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			<b>OFFICE USE ONLY</b>																																							
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. <u>Rafter P Transport Corporation</u> <u>Ft. Worth, TX</u> <u>USA</u>																																										
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. <u>City of Laredo</u>																																										
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract. <u>FY24-021</u>																																										
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width:35%;">4 Name of Interested Party</th> <th rowspan="2" style="width:25%;">City, State, Country (place of business)</th> <th colspan="2" style="width:40%;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width:15%;">Controlling</th> <th style="width:15%;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>					4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary																																
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)																																								
		Controlling	Intermediary																																							
5 Check only if there is NO interested Party. <input checked="" type="checkbox"/>																																										
6 <b>AFFIDAVIT</b> <span style="float: right;">I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.</span> <div style="text-align: center; margin-top: 10px;">               _____              Signature of authorized agent of contracting business entity           </div> <div style="margin-top: 10px;">             AFFIX NOTARY STAMP / SEAL ABOVE               Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.           </div> <div style="margin-top: 10px; display: flex; justify-content: space-between;"> <span>_____ Signature of officer administering oath</span> <span>_____ Printed name of officer administering oath</span> <span>_____ Title of officer administering oath</span> </div>																																										
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>																																										

**\*\*\*\*\*Form does not need to be notarized\*\*\*\*\***

## **Response to Emergency Requests**

**Rafter P Transport, Corporation**

Emergency requests must be made by phone call with Wesley Pfeil at 830-391-9870, if he is unavailable the request may be made to Tonia Pfeil at 830-391-2808. Please do not communicate an emergency request through a Rafter P Transport employee unless that is the only other option available. We will respond to the request and offer a solution as quickly as possible.

Any questions please contact Wesley Pfeil, Rafter P Transport 830-391-9870

## **History of Meeting Services Timeline**

### **Rafter P Transport, Corporation**

Rafter P Transport has a long-established History of Meeting Services with the City of Laredo. We have been the primary hauler for multiple contracts for more than a decade, with multiple contract renewals.

We are in constant contact with Jefferson Street and El Pico water plant management. When we receive a call or email to provide services, we immediately work out a plan to remove materials.

Most recent example:

Request to remove materials was made on Wednesday November 1<sup>st</sup>

Two trucks were sent on the following Monday Morning, November 6<sup>th</sup> and stayed until Friday November 9<sup>th</sup>.

Any questions please contact Wesley Pfeil, Rafter P Transport 830-391-9870



## CN603185794 Affiliation with RN105221485

### Customer Information

**CN Number:** CN603185794 ...

**Last Update Date:** 07/28/2008

**Name:** RAFTER P TRANSPORT CORPORATION

**Legal Name:** Rafter P. Transport Corporation

**Customer Type:** CORPORATION

*The Customer Name displayed may be different than the Customer Name associated to the Additional IDs related to the customer. This name may be different due to ownership changes, legal name changes, or other administrative changes.*

### Affiliation Information

**Customer Role(s):** OWNER OPERATOR

**Begin Date:**

**End Date:**

### Regulated Entity Information

**RN Number:** RN105221485 ...

**Name:** RAFTER P TRANSPORT

**Primary Business:** SLUDGE TRANSPORTER

**Street Address:** 120 COUNTY ROAD 221, FLORESVILLE TX 78114 5231

**County:** WILSON

**Nearest City:** No near city on file.

**State:** TX

**Near ZIP Code:** No near zip code on file.

**Physical Location:** PORTABLE TRANSPORTER

### Permits, Registrations, or Other Authorizations

There is **1** program and ID for this regulated entity and customer.

#### 1-1 of 1 Records

Program	ID Type	ID Number	ID Status
SLUDGE	REGISTRATION	23606	ACTIVE

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Statewide Links: [Texas.gov](#) | [Texas Homeland Security](#) | [TRAIL Statewide Archive](#) | [Texas Veterans Portal](#)



**Customer Service/Problem Resolution**

**Rafter P Transport, Corporation**

Rafter P Transport has a procedure in place for handling customer service issues and solving problems. Invoicing and Insurance needs are handled by Tonia Pfeil at 830-391-2808. Dispatching, employee disciplinary actions, contractor requests, etc. are handled by Wesley Pfeil at 830-391-9870. We can be reached by email at [rafterptransport@yahoo.com](mailto:rafterptransport@yahoo.com). We will respond to any questions or customer service issue withing 24 hours or less.

**Any questions please contact Wesley Pfeil, Rafter P Transport 830-391-9870**

## **Invoicing Process**

### **Rafter P Transport, Corporation**

Rafter P Transport Corporation will send out invoices weekly. The invoice is emailed Lydia Cardenas and Patricia Perez the week following the completion of work. Each invoice includes a line item for every individual load and includes a ticket number for verification. Invoices are payable on 30-day terms.

Any questions please contact Wesley Pfeil, Rafter P Transport 830-391-9870

**Customer References**

**Rafter P Transport, Corporation**

**Second Nature Compost – Brandt Klutts 830-305-4623**

**San Antonio Water Systems – Tad Eaton 210-367-9963**

**New Earth Compost – Greg Weidenfeller 210-669-0080**

**Any questions please contact Wesley Pfeil, Rafter P Transport 830-391-9870**

**Experience Working with Govt. Sector**

**Rafter P Transport, Corporation**

Rafter P Transport Corporation has maintained contracts and connections with several government entities. We feel our experience working with different cities also gives us the experience necessary for this contract. We have worked with the City of Laredo for over a decade. We have been working at a San Antonio Water Systems facility for 19 years. We have had experience working with other cities as well, including The City of Poth, The City of Corpus Christi and the City of New Braunfels.

Any questions please contact Wesley Pfeil, Rafter P Transport 830-391-9870

## **Experience and Qualifications of Key Employees**

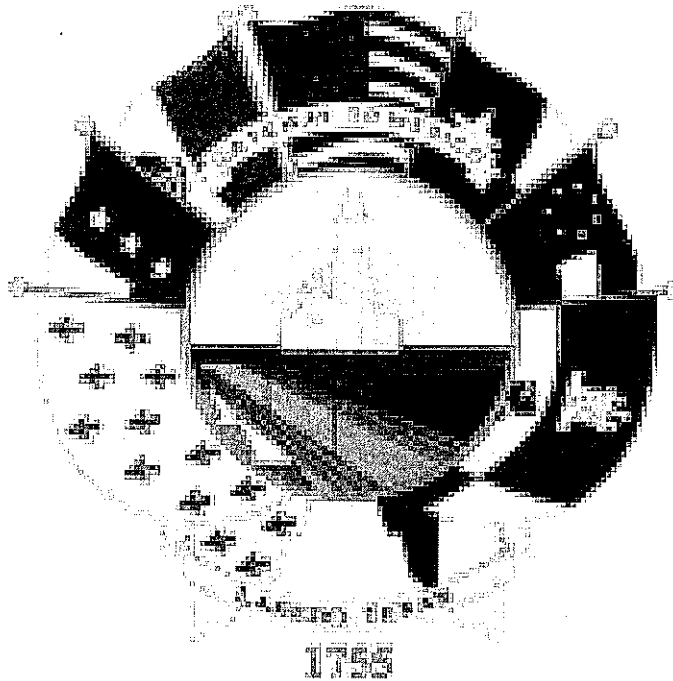
### **Rafter P Transport, Corporation**

Rafter P Transport Key personnel assigned to this contract have been working at Jefferson Street and El Pico for the past 3 years. Each employee meets the requirements and experience necessary to operate a truck and trailer as well as loading. Our employees are also familiar with the practices and procedures that need to be followed while on City of Laredo premises as well as being familiar with the manifest tickets, city employees, and landfill regulations. We pride ourselves on maintaining quality employees, one of our operators has been with us for 19 years and several others have been with us for over 10 years.

Any questions please contact Wesley Pfeil, Rafter P Transport 830-391-9870







## **FY24-021 Dry Sludge Removal Synagro of Texas- CDR, Inc. Supplier Response**

### **Event Information**

Number: FY24-021 Dry Sludge Removal  
Title: FY24-021 Dry Sludge Removal  
Type: Request For Proposal  
Issue Date: 11/8/2023  
Deadline: 11/27/2023 05:00 PM (CT)  
Notes:

### **Contact Information**

Contact: Enrique Aldape III  
Address: Purchasing Division  
Public Works Service Center  
5512 Thomas Avenue  
Laredo, TX 78041  
Phone: 956 (794) 1733  
Fax: 956 (790) 1805  
Email: ealdape@ci.laredo.tx.us

## Synagro of Texas- CDR, Inc. Information

Contact: Emil Kneis  
Address: 435 WILLIAMS CT, Suite 100  
Baltimore, MD 21220  
Phone: (410) 688-4438  
Email: ekneis@synagro.com  
Web Address: www.synagro.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Emil Kneis

Signature

Submitted at 11/27/2023 03:33:06 PM (CT)

ekneis@synagro.com

Email

## Response Attachments

**BID\_Laredo, TX\_Dry Sludge Removal\_2023-11-27\_SAL\_SH.pdf**

Synagro of Texas-CDR, Inc. - RFP Submittal

## Bid Attributes

<b>1</b>	<b>Questionnaire Description</b> "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".
<b>2</b>	<b>Name of Offeror (Business) and Name &amp; Phone Number of Authorized Person to sign bid</b> Synagro of Texas-CDR, Inc.
<b>3</b>	<b>State how long under has the business been in its present business name</b> 23 years
<b>4</b>	<b>If applicable, list all other names under which the Business identified above operated in the last five years</b> N/A
<b>5</b>	<b>State if the Company is a certified minority business enterprise</b> The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

**6 Questions Part 1**

1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

1) There has been no material claim or litigation between Synagro of Texas-CDR, Inc. and a customer related to any public works project. In the ordinary course of business, Synagro of Texas, CDR, Inc. has received claims related to property damage (including automobile accidents), personal injury (including workers compensation) and employment-related matters. All such claims were covered by insurance and no claims, historical or pending, would adversely affect Synagro of Texas-CDR, Inc. ability to perform the Project. In addition: Marvin Carter et al v. Synagro of Texas-CDR, Inc., Synagro-WWT, Inc., et al, Case No. 067-339040-22, Tarrant County, Texas, District Court. Personal injury, nuisance, trespass, and negligence claims resulting from alleged improper application of Fort Worth biosolids on neighbor's property. 2) No 3) No 4) No 5) No

**7 Questions Part 2**

1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

1) No 2) No 3) No

**8 State if the Company is a certified minority business enterprise**

This company is not a certified minority business

**9 Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from <http://www.ethics.state.tx.us/whatsnew/conflict forms.htm>. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

**10 Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

<b>1</b> <b>1</b>	<b>Conflict of Interest Questionnaire</b> Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response? <input type="text" value="Yes"/>
<b>1</b> <b>2</b>	<b>Disclosure Form</b> For details on use of this form, see Section 4.01 of the City's Ethics Code.
<b>1</b> <b>3</b>	<b>This is a</b> <input type="text" value="New Submission"/>
<b>1</b> <b>4</b>	<b>Question 1. Name of person submitting this disclosure form</b> Please include First Name, Middle Initial, Last Name and Suffix (if applicable) <input type="text" value="Emil Kneis"/>
<b>1</b> <b>5</b>	<b>Question 2. Contract Information</b> Please include the following: a)Contract or Project Name b)Originating Department <input type="text" value="a) FY24-021 Dry Sludge Removal b) Finance Department"/>
<b>1</b> <b>6</b>	<b>Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)</b> <input type="text" value="Synagro of Texas-CDR, Inc."/>
<b>1</b> <b>7</b>	<b>Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.</b> <input type="text" value="Not Applicable"/>
<b>1</b> <b>8</b>	<b>Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3</b> If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. <input type="text" value="No response"/>
<b>1</b> <b>9</b>	<b>Question 5. List any individuals or entities that will be subcontractors on this contract</b> <input type="text" value="Not Applicable"/>
<b>2</b> <b>0</b>	<b>Question 5. List any individuals or entities that will be subcontractors on this contract</b> If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. <input type="text" value="No response"/>
<b>2</b> <b>1</b>	<b>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</b> <input type="text" value="Not Applicable"/>

**2**  
**2** **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

No response

**2**  
**3** **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

**2**  
**4** **Question 7. Disclosure of political contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

**2**  
**5** **Updates on contributions required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

**2**  
**6** **Question 8. Disclosure of Conflict of Interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict of interest

**2**  
**7** **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

No response

**2**  
**8** **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☒ I have read and understand this section

29	<p><b>Question 10. No Contact with City Officials or Staff during Contract Evaluation</b></p> <p>I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.</p> <p><input checked="" type="checkbox"/> I have read and understand this section</p>
30	<p><b>Question 11. Conflict of Interest Questionnaire (CIQ)</b></p> <p>Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.</p> <p><input checked="" type="checkbox"/> I have acknowledge that I have been advised</p>
31	<p><b>Question 11. Oath</b></p> <p>Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date</p> <p>1) Emil Kneis 2) Sales Support Manager 3) Synagro of Texas CDR, Inc. 4) 11/27/2023</p>
32	<p><b>Question 12. Oath</b></p> <p>I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.</p> <p><input checked="" type="checkbox"/> I swear or affirm information is correct</p>

3  
3

### Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☒ I will comply with this form

3 Insurance Terms and Conditions

4

**INSURANCE REQUIREMENTS** If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim/ \$2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.

2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.

4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.

5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.

6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance.

Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.

2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

**(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.**

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☒ I agree my insurance meets minumum requirements



**Disqualification & Debarment Certification**

**DISQUALIFICATION & DEBARMENT CERTIFICATION** By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services 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 signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☒ I certify to the terms and conditions

**Contract Requirements**

**1.1 CODE OF ETHICS ORDINANCE** Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

**1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD** A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

**1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system)** The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

**1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system)** The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) **\*\*Upon Award of RFP Only\*\***

**1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system)** Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

**1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system)** Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm> In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☒ I have read and understand this section

**3 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

**7**

**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

☒ I have read and understand this section

**3 Ordinance 2018-O-175**

**8**

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

*No response*

**3 Terms and Conditions Request for Proposals**

**9**

**TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS** These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.

A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

**GENERAL CONDITIONS** Vendors are required to submit Proposals upon the following expressed conditions:

(a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.

(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

**1.0 PREPARATION OF PROPOSALS** Proposals will be prepared in accordance with the following:

(a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx> If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.

(d) Proposed delivery time must be shown and shall include business days.

(e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

**2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS** It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

### 3.0 SUBMISSION OF PROPOSALS

(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street.

(b) Proposals forms can be downloaded printed through Cit-E-Bid. Proposals can be submitted electronically through Cit-E-Bid by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>

**Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.**

(c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.

(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City.

(e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

### 4.0 REJECTION OF PROPOSALS

The City may reject a proposal if:

(a) Vendor misstates or conceals any material fact in the proposal.

(b) Proposal does not strictly conform to the law or the requirements of the proposal.

(c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.

(d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.

(e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any proposal.

### 5.0 WITHDRAWAL OF PROPOSALS

Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.

**6.0 LATE PROPOSALS OR MODIFICATIONS** Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

### 7.0 CLARIFICATION AND PROTEST PROCEDURE

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041

[mpescador@ci.laredo.tx.us](mailto:mpescador@ci.laredo.tx.us). Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

(b) For solicitations for goods and non-professional services valued at more than \$50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 [mpescador@ci.laredo.tx.us](mailto:mpescador@ci.laredo.tx.us) Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

## 8.0 VENDOR DISCOUNTS

- (a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

## 9.0 INTENT OF CONTRACT

(a) **ANNUAL SERVICE CONTRACT:** The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

**10.0 AWARD OF CONTRACT** The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. There will be one primary vendor and one secondary vendor for this contract.

Definition of best value criteria as per The Institute for Public Procurement is:

**"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."**

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)). The City shall give written notice to the Vendor if any of the following conditions exist:

(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled. (4) Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

## 11.0 ENTIRE AGREEMENT

(a) All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

## 12.0 PAYMENT & INVOICING

- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: [jjolly@ci.laredo.tx.us](mailto:jjolly@ci.laredo.tx.us) For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

**13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:**

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE  
 OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS  
 CHAPTER 137: COMPLIANCE AND PROFESSIONALISM  
 SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS  
 §137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT  
 (a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.  
☒ I Agree to the Terms and Conditions

**40 Performance Capability (30 Points) – Documentation Shall be uploaded on Cit-E-Bd**

- 24.2.1 Response to emergency requests. (10 Points)  
 24.2.2 History of meeting the services timelines. (10 Points)  
 24.2.4 Customer service/problem resolution. (5 Points)  
 24.2.5 Invoicing process. (5 Points)

☒ Yes

**41 Qualification and Experience (30 Points)--Documentation Shall be uploaded onto Cit-E-Bid.**

- 24.3.1 Experience and qualification of key employees. (TCEQ Licensed submittal required). (10 Points)  
 24.3.2 Past experience working with the government sector. (10 Points)  
 24.3.4 Minimum of 3 customer references relating to the products and services within this RFP. (10 Points)

☒ Yes

**Bid Lines**

**1 Package Header**

Section I – Dry Sludge Removal (40 Points)

Quantity: 1 UOM: PKG Total: \$415,200.00

Item Notes: Please submit "0" for unit price

**Package Items**

**1.1 Hauling & Disposal of dry sludge from Jefferson Water Treatment Plant**

Quantity: 20000 UOM: Unit Cost/Cubic Yards Price: \$13.12 Total: \$262,400.00

**1.2 Hauling & Disposal of dry sludge from El Pico Water Treatment Plant**

Quantity: 10000	UOM: Unit Cost/Cubic Yard	Price: \$15.28	Total: \$152,800.00
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**Response Total: \$415,200.00**

Proposal for  
Dry Sludge Removal – Utilities Department FY24-021

to the

**CITY OF LAREDO**



Submitted on  
November 27, 2023





435 Williams Court, Suite 100  
Baltimore, MD 21220  
www.synagro.com

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NOVEMBER 27, 2023

**City of Laredo**  
**Enrique Aldape, III**  
Purchasing Division  
Public Works Service Center  
5512 Thomas Avenue  
Laredo, TX 78041

**Re: RFP - FY24—021 Dry Sludge Removal**

Dear Mr. Aldape:

Synagro of Texas-CDR, Inc. (Synagro) is pleased to respond to the RFP for FY24-021 Dry Sludge Removal for the City of Laredo. We have enclosed for your review our completed bid package.

Having been in business for over 40 years, Synagro is one of the largest residuals management companies in the country with over 650 municipal and industrial customers and operations in 38 states.

We provide ongoing residuals management services to numerous water and wastewater treatment plants in the Dallas / Fort Worth metro area and have extensive resources in the area. Synagro can provide equipment and personnel resources to provide services for this project in a timely manner.

Synagro is requesting to insert the following language:

“Synagro of Texas - CDR respectfully submits this bid with the understanding that acceptance and award shall be contingent on the negotiation of the final Contract Agreement between the parties. Negotiations on the final contract shall include several mutual terms and conditions of contract, including language addressing Force Majeure and Change in Law events, Mutual waivers of Punitive and Consequential Damages, Disclosure of Chemical analysis, if any on the materials for PFAS testing and contamination, Net 30 Payment term language, and contract renewals and price increase determinations.”

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**YOUR PARTNER FOR A CLEANER, GREENER WORLD**

Synagro appreciates this opportunity. Should you have any questions regarding our submittal, please contact me at (337) 274-7688 or [pbordelon@synagro.com](mailto:pbordelon@synagro.com). We look forward to hearing from you soon.

Warm regards,

*Paul Bordelon*

Paul Bordelon, Area Sales Manager

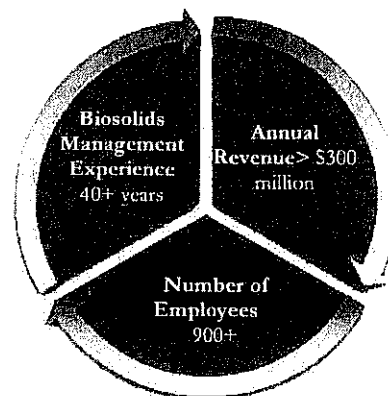
PB:sh





## Synagro Company Profile

Founded in 1986, Synagro's core business is the environmentally sound and economically viable management of municipal biosolids, including project development, operations and biosolids product distribution. Through this focus, Synagro has grown to be North America's leading provider of high-quality, cost-effective biosolids management and beneficial use solutions. We have been successfully meeting the biosolids management needs of hundreds of generators for more than 40 years. Synagro's experience in all areas of biosolids management is unparalleled.



Synagro annually manages more than 14 million tons of wastewater biosolids and other organic by-products. Synagro employs a team of 900+ professional engineers, soil scientists, agronomists, construction managers, financial managers and the largest, most diverse operational staff in the industry. Our team is dedicated to working with our clients to find the right solution to their organic residuals management challenges. Synagro, and its subsidiaries, are at the forefront of the environmental movement to safely process and market organic residual materials for beneficial uses.

Synagro owns no proprietary technology which enables us to offer nearly all commercially viable processing options and product marketing channels for biosolids and organic residuals and allows us to develop projects that fit a municipality's unique needs. Our breadth of experience developing, building, financing as necessary, and operating and maintaining the complete range of biosolids options listed below is unique to Synagro.

- Heat-drying and pelletization
- Composting
- Incineration
- Digestion
- Product marketing
- Dewatering (installation and operation)
- Mobile dewatering
- Land application and reclamation
- Lagoon and digester cleaning
- Alkaline stabilization
- Rail transportation

Synagro currently operates 14 heat-drying facilities, three thermal processing facilities serving multiple regional generators, seven composting facilities (six of which provide an outlet for numerous generators), more than a dozen alkaline stabilization facilities, and in excess of 75 permanent and mobile dewatering facilities.



In addition, we provide final product distribution as a key component of many of these projects. Our Product Sales and Marketing team is responsible for successfully managing approximately 300,000 tons per year of AllGro® compost and 170,000 tons of Granulite® fertilizer pellets (heat-dried biosolids). We have unrivalled understanding of the markets for these products and continuously work to broaden the suite of outlets for these materials. As an example, Synagro pioneered the use of heat-dried biosolids as an alternative fuel resource in cement manufacturing. When Synagro operates a facility, we include product distribution services in our operation; however, we also work with municipally operated facilities to assist in managing their products.

In December 2020, Synagro was acquired by West Street Infrastructure Partners III, an infrastructure investment fund managed by Goldman Sachs Merchant Banking Division. Founded in 1869, The Goldman Sachs Group, Inc. is a leading global investment banking, securities and investment management firm. Goldman Sachs Merchant Banking Division (MBD) is the primary center for the firm's long-term principal investing activity. MBD is one of the leading private capital investors in the world with investments across private equity, infrastructure, private debt, growth equity and real estate.

435 Williams Court, Suite 100  
Baltimore, MD 21220  
www.synagro.com



March 10, 2023

Delegation of Authority

**Emil Kneis**

I, **Robert Preston**, Director and President of Synagro Technologies, Inc. and all its affiliates and subsidiaries, hereby delegate to you, **Emil Kneis, Sales Support Manager**, authority to sign as an officer or as an authorized person binding bids, awarded contracts, contract renewals, contract extensions, bid bonds and performance bonds. Also, I delegate to you the authority to sign as an officer or as an authorized person any business-related applications and other agreements as necessary to provide uninterrupted service to current and new customers.

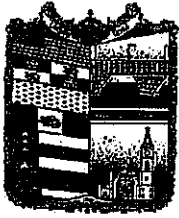
Such authority does not alter our internal approval processes. This delegation of authority is valid from the date of this letter until revoked by me.

A handwritten signature in black ink, appearing to read "RJP" followed by a stylized flourish.

Robert Preston  
Director and President



**CITY OF LAREDO  
PURCHASING DIVISION**



**CITY OF LAREDO  
FINANCE DEPARTMENT  
PURCHASING DIVISION  
REQUEST FOR PROPOSALS**

**DRY SLUDGE REMOVAL  
UTILITIES DEPARTMENT**

**Public Notice**

Notice is hereby given that the City of Laredo is now accepting sealed proposal, subject to the Terms and Conditions of this Request for Proposal and other contract provisions, for awarding an annual service contract for the removal of dry sludge from the Jefferson & El Pico Water Plants for the Utilities Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: [www.cityoflaredo.com](http://www.cityoflaredo.com) or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

Hand delivered Proposals will be received at the City Secretary Office, 1110 Houston St., 3<sup>rd</sup>. floor, Laredo, Texas 78040 until 5:00 P.M. on November 27, 2023; and all proposals received will be publicly acknowledges at 10:00 A.M. at the Office of the City Secretary on November 28, 2023.

Hand delivered proposals are to be submitted in a sealed envelope clearly marked:

**Proposal: Dry Sludge Removal – Utilities Department  
FY24-021**

Proposals can be downloaded and submitted through Cit-E-Bid:

<https://cityoflaredo.ionwave.net/Login.aspx>

Hand Delivered:  
City of Laredo – City Secretary  
C/O Jose A. Valdez Jr.  
City Hall – Third Floor  
1110 Houston Street  
Laredo, Texas 78040

**CITY OF LAREDO  
PURCHASING DIVISION**



**City of Laredo  
Purchasing Division**

**Notice to Bidders**

Notice is hereby given that the City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Request for Proposal and other contract provisions for awarding an annual service contract for the removal of dry sludge from the Jefferson & El Pico Water Plants for the Utilities Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: [www.ci.laredo.tx.us](http://www.ci.laredo.tx.us) or through <https://cityoflaredo.ionwave.net/Login.aspx> Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on November 27, 2022 and all proposals received will be opened and publicly acknowledged on November 28, 2022 at 10:00 AM.

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FY24-021**

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**Hand Delivered:**

City of Laredo – City Secretary  
C/O Jose A. Valdez Jr.  
City Hall – Third Floor  
1110 Houston Street  
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 8<sup>th</sup> DAY OF NOVEMBER 2023.

*for* Jose A. Valdez Jr.  
City Secretary

**CITY OF LAREDO  
PURCHASING DIVISION**

**Terms and Conditions Request for Proposals**

**TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS** These Terms and Conditions are considered a standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail. A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract unless requested by the City. For that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

**GENERAL CONDITIONS** Vendors are required to submit Proposals upon the following expressed conditions:

- (a) Vendors shall thoroughly examine the specifications, schedule instructions, and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.
- (b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

**1.0 PREPARATION OF PROPOSALS.** Proposals will be prepared in accordance with the following:

- (a) All information required by the proposal form shall be furnished. For hand-delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on the Cit-E-Bid system.
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**CITY OF LAREDO  
PURCHASING DIVISION**

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Miguel A. Pescador,  
5512 Thomas Avenue,  
Laredo, Texas 78041  
[mpescador@ci.laredo.tx.us](mailto:mpescador@ci.laredo.tx.us)

Any vendor submitting questions shall refer to a specific RFP number, section, page, and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through the Cit-E-Bid system under the Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal. During the RFP process, the bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

- (b) For solicitations for goods and non-professional services valued at more than \$50,000, bidders will have ten (10) calendar days before the time that the City Council formally considers the contract to submit a written protest relating to advertising of proposal notices, deadlines, proposal acknowledgment, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or

**CITY OF LAREDO  
PURCHASING DIVISION**

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ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award.

All protests regarding the proposal solicitation process must be submitted in writing by certified mail to:

**CITY OF LAREDO PURCHASING AGENT**

Miguel A. Pescador

5512 Thomas Avenue

Laredo, Texas 78041

[mpescador@ci.laredo.tx.us](mailto:mpescador@ci.laredo.tx.us)

Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide a written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

**8.0 VENDOR DISCOUNTS**

- (a) Percentage discounts within a certain period will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

**9.0 INTENT OF CONTRACT**

- (a) **ANNUAL SERVICE CONTRACT:** The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for the performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

**10.0 AWARD OF CONTRACT** The contract will be awarded based on (Best Value) and in accordance with the provisions of Chapters 252 and 271 of the Texas Local Government Code. **There will be one primary vendor and one secondary vendor for this contract.**

Definition of the lowest responsive and responsible bidder as per the Institute for Public Procurement is:

*"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability are deemed acceptable, and who has offered the most advantageous pricing or cost-benefit, based on the criteria stipulated in the bid documents."*

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with the Vendor that will include by reference the terms of the RFP and related responses. In the event an agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications unless the Vendor qualifies its proposal by specific limitations. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to the proposal. The place of delivery shall be outlined in the purchase order and/or formal contract agreement when applicable.

**CITY OF LAREDO  
PURCHASING DIVISION**

The City shall give written notice to the Vendor if any of the following conditions exist:

- (1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in the proposal;
- (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or,
- (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled.

**11.0 PAYMENT & INVOICING**

- (a) All invoices to the City of Laredo have a 30-day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog, or part number. All items must show unit prices. If prices are based on discounts from the list, then list prices must appear on the proposal schedule.

All invoices shall be mailed to:

Accounts Payable Office  
City Hall, P.O. Box 210,  
Laredo, Texas 78042.

- (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: [jjolly@ci.laredo.tx.us](mailto:jjolly@ci.laredo.tx.us)

For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

**12.0 INSURANCE REQUIREMENTS**

If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

- (a) Commercial General Liability insurance at a minimum combined single limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the occurrence limit.
- (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- (c) Commercial Automobile Liability insurance at a minimum combined single limits of \$1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- (d) Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim/\$2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.
- (e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- (f) A Comprehensive General Liability insurance form may be used in place of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.
- (g) With reference to the foregoing insurance requirement, the Contractor shall specifically endorse applicable

**CITY OF LAREDO  
PURCHASING DIVISION**

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insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
  2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
  3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers' compensation, and all liability policies.
  4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
  5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice before cancellation or non-renewal of the insurance.
  6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
  7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
  8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
  9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. The insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
- (h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
1. Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.
  2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- (i) Upon request, the Contractor shall furnish The City of Laredo with certified copies of all insurance policies.
- (j) **Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.**
- (k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before awarding the contract.
- (l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits, and/or insurance coverages, required to perform work, throughout this project/contract.

**13.0 CONTRACT REQUIREMENTS**

**13.1 CODE OF ETHICS ORDINANCE 2012-0-126**

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

**13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD**

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

**13.3 NON-COLLUSIVE AFFIDAVIT (Attached)**

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or Person, to put in a sham proposal or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said proposal price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

**CITY OF LAREDO  
PURCHASING DIVISION**

**13.4 CONTRACT DISCLOSURE FORMS (Attached)**

The City of Laredo requires the following forms to be completed as a part of this proposal for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) **\*\*Upon Award of Proposal Only\*\***

**13.5 CONFLICT OF INTEREST FORMS (Attached)**

**Conflict of Interest Disclosure:**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

**13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)**

**Certificate of Interested Parties (Form 1295)**

**Implementation of House Bill 1295:** To comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

To comply with state law, the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

**14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION**

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098** and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services 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 signatory executing this contract on behalf of the company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

**CITY OF LAREDO  
PURCHASING DIVISION**

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**S.B. 252 (V. Taylor/S. Davis)** is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**CITY OF LAREDO  
PURCHASING DIVISION**

**Request for Proposal  
Dry Sludge Removal  
Utilities Department**

**15.0 Scope of Work**

The City of Laredo is soliciting proposals, subject to the Terms and conditions of this invitation for bids and other contract provisions, from qualified transportation contractor to provide service to load and transport approximately 20,000 cubic yard of dry sludge from the Jefferson and El Pico Water Treatment Plant to the City of Laredo landfill. The landfill is located two miles east of intersection of State Highway 359 and Loop 20. The landfill is 800 feet north of Highway 359. The term of this contract is for a one-year period with the right to renew the contract annually for three, one-year terms (based on the initial bid submitted). Any contract extension must be mutually agreeable to the City of Laredo and the successful Contractor. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: [www.cityoflaredo.com](http://www.cityoflaredo.com) or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

15.1 All questions for this bid shall be submitted through Cit-E-Bid no later than, November 14, 2023.

15.2 For additional questions regarding these specifications please contact:

Contact	Phone#	Email
Jose L. Tijerina	(956) 795-2620	<a href="mailto:jtijerina@ci.laredo.tx.us">jtijerina@ci.laredo.tx.us</a>

**16.0 General Requirements**

Successful Bidders desiring to inspect the plant facility to view the facilities and the produced dry sludge must request and receive authorization from the City of Laredo Utilities Department before actual visits take place. Successful Bidder must be registered with the State TCEQ Sludge Transporter Program and must have an active sludge transporter permit at the time of bid submittal. A copy of said permit certificate will need to be included on the proposed bid submittal package.

16.1 Permits/Licenses Contractor is responsible for all State and Federal permits and/or licenses required to perform the duties of this contract.

**16.2 Site locations:**

16.2.1 Jefferson Water Treatment Plant: 2519 Jefferson Street, Laredo, Texas, 78040.

16.2.2 El Pico Water Treatment Plant: 19002 Riverbank Drive, Laredo, Texas, 78045.

**16.3 Service Requirements**

16.3.1 Disposal: The contractor shall transport all sludge to the City of Laredo Landfill within 90 days of commencing of contract. The landfill tipping fee will be paid by the City of Laredo.

16.3.2 The contractor shall log in and out at the scale house as part of the landfill record-keeping requirements.

16.3.3 The contractor shall also complete a Municipal Sludge Manifest for each load and a paint filter test shall be completed daily. The paint filter test results shall be submitted to the El Pico Water Treatment Plant or Jefferson Water Treatment Plant personnel on a daily basis.

**CITY OF LAREDO  
PURCHASING DIVISION**

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- 17.4 **Applicable Specifications** The contractor shall at all times observe and comply with all Federal and State Laws which, in any manner, affect the operation and provision of this service. The contractor shall have all necessary permits including hauling permit from Texas Commission on Environmental Quality (TCEQ), City, licenses and fees, and give all notices necessary and incidental to the operation of this service. All fees imposed on the contractor or imposed by a Federal, State, or local governmental agency shall be paid when due.
- 18.0 Contractor Requirements**  
Contractor Requirements Successful bidder will be required to comply with City of Laredo Waste transporter Rules and Regulations set forth by the Utilities Department Water Pollution Control. Bidder must be operating under the TCEQ Transporter Permit and DOT Certificate for a minimum of 2 years.
- 18.1 Successful bidder shall be required to provide the necessary manpower to drive, park, and have end dump trucks loaded at Jefferson and El Pico Water Plant.
- 18.2 Loading of dry sludge into dump trucks will be provided by city personnel.
- 18.3 Successful bidder shall be required to provide end dump truck volume capacity on all manifests and provide proof of volume capacity if necessary. Capacity shall be measured in cubic yards.
- 18.4 Materials needed to load (plastic liner), transport, and dispose of the sludge hauled, is the sole responsibility of the bidder. Contractor will couple and transport loaded end dump trailers.
- 18.5 Loading of trucks will take place between 7:00 AM and 5:00 PM. Monday-Friday. In the event of a special sludge loading tasks modification will be required in order to satisfy unscheduled accumulated sludge hauling.
- 18.6 Successful bidder will be required to use a city approved sludge transporter manifest form for every load. Copy of manifest forms shall be submitted to the Water Treatment Plant Office on a daily basis.
- 18.7 All transported loads will have to comply with Texas Department of Transportation rules and regulations in relation to weight limits.
- 18.8 Successful bidder must follow safety rules and policies when accessing and on the plant's facility grounds.
- 18.9 Quantities listed are approximate quantities and the City of Laredo may increase or decrease the number of loads as it deems necessary. The City of Laredo reserves the right to increase the quantities by an additional 5,000 cubic yards upon mutual agreement between the City of Laredo and the successful bidder.
- 19.0 Invoicing**
- 19.1 Invoicing will be based on load volume. Volume shall be measured in cubic yards.
- 19.2 Invoicing Fuel surcharges and landfill tipping fees shall be entered as separate line items on the invoice.
- 20.0 Proposal Offer Firm**  
Responses to this RFP, including proposal prices for services, will be considered for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer if the Offeror is invited or required to submit one.
- 21.0 No Obligation**  
This RFP in no manner obligates the City of Laredo or any of its agencies to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.



**CITY OF LAREDO  
PURCHASING DIVISION**

**22.0 Termination**

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the agency determines such action to be in the best interest of the City of Laredo.

**23.0 Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

**24.0 Evaluation Process**

An evaluation committee named by the City Manager will review all proposals utilizing the evaluation criteria noted below. A final recommendation will be submitted to the Finance and Operations Committee of the City Council for future consideration by the full body. In evaluating the responses the following predetermined criteria is considered:

**24.1 Pricing for Services Provided (40 Points)**

24.1.1 Pricing for all available products and services. *(40 Points for Price Schedule).*

**24.2 Performance Capability (30 Points) – Documentation Shall be uploaded on Cit-E-Bd**

24.2.1 Response to emergency requests. **(10 Points)**

24.2.2 History of meeting the services timelines. **(10 Points)**

24.2.4 Customer service/problem resolution. **(5 Points)**

24.2.5 Invoicing process. **(5 Points)**

**24.3 Qualification and Experience (30 Points)–Documentation Shall be uploaded onto Cit-E-Bid.**

24.3.1 Experience and qualification of key employees. (TCEQ Licensed submittal required). **(10 Points)**

24.3.2 Past experience working with the government sector. **(10 Points)**

24.3.4 Minimum of 3 customer references relating to the products and services within this RFP.  
**(10 Points)**

**25.0 Price Schedule**

**25.1 Pricing (40 Points):** An evaluation of the pricing to the City of Laredo.

**Section I: Sludge Removal**

Location	Quantity	Unit Cost/Cubic Yard	Ext. Total
Jefferson Water Plant Sludge	20,000	\$ 13.12	\$ 262,400.00
El Pico Water Plant Sludge	10,000	\$ 15.28	\$ 152,800.00
		Grand Total	415,200.00

**CITY OF LAREDO  
PURCHASING DIVISION**

**26.0 Selection Process**

Based on the Evaluation Committee or outside Consultant's review, it is expected that several firms may be short-listed for further consideration, and may be required to submit supplemental information. Additionally, after review of the findings of the committee or the outside consultant submitted to the City Manager, firms will be required to make a formal public presentation before the selection committee.

The City's obligation for performance of this proposal is contingent upon the availability of funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this informal bid becomes null and void.

In determining the *best value* for the City of Laredo the following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals:

Section	Criteria	Max Points
I	Pricing for Services Provided (24.1 & 25.1)	40
II	Performance Capability (24.2)	30
III	Qualification and Experience (24.3)	30

**Percentage Rating for point Method**

%	Rating	Definition
0	Unsatisfactory	Does not satisfy criteria in specifications.
10	Very Poor to Unsatisfactory	
20	Very Poor	Meets elements of some criteria minimally.
30	Poor to Very Poor	
40	Poor	Meets some criteria at minimum acceptable level.
50	Average to Poor	
60	Average	Adequately meets most criteria.
70	Good to Average	
80	Good	Exceeds minimum criteria.
90	Very Good	Provides benefits to the entity in addition to all required criteria.
100	Excellent	Exceeds all required criteria and provides additional benefits in most areas.

**Evaluation Form (Example)**

Section	Criteria	Max Points	Weighted %	Points x Weight
I	Pricing for Services Provided (23.1)	40	40%	16.0
II	Performance Capability (23.2)	30	50%	15.0
III	Qualification and Experience (23.3)	30	60%	18.0
<b>Total Score</b>				<b>49.00</b>

**CITY OF LAREDO  
PURCHASING DIVISION**

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**27.0 Payment and Invoicing**

All invoices must show purchase order number and invoices should be legible. Payment is deemed to be made on the date the City of Laredo, Accounts Payable Department mails checks. All invoices have a 30-day term from receipt of order.

**28.0 Insurance Requirements**

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 13.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

**29.0 Award of Contract**

The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. **There will be one primary vendor and one secondary for this contract.**

Definition of best value criteria as per The Institute for Public Procurement is:

*"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."*

**Annual Supply/Service Contract:** This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

**29.1 Disclosure of Interested Parties**

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

**CITY OF LAREDO  
PURCHASING DIVISION**

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**30.0 Term of Contract**

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

**30.1** This contract shall be the responsibility of and administered by the vendor and the Utilities Department.

**31.0 Price Adjustment\*\*\*\*\***

During the period of this contract, prices may be increased and decreased. The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to [mpescador@ci.laredo.tx.us](mailto:mpescador@ci.laredo.tx.us)

**32.0 Termination of Contract**

This contract shall be for an initial period of one year or twelve months from the commencement date. Either party will have the right to terminate the contract by giving written notice to the other party at least 3 months before the end of the initial period of the contract or at least 30 days at any point after the end of the initial period. Either party may terminate this contract by written notice to the other at any time if the other party: Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing; or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

**33.0 Required Format and Contents of Bid Submission**

For a bid to be considered it must contain the following information:

**Company Information Questionnaire**

**Signed Price Schedule**

**Conflict of Interest Questionnaire**

**Non-Collusive Affidavit**

**Discretionary Contract Disclosure**

**Certificate of Interested Parties (Form 1295)**

CITY OF LAREDO  
PURCHASING DIVISION

34.0 Bidder Information Questionnaire

**Bidder Information/Business Questionnaire:**  
**Please complete all information requested below and submit with your bid package**

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct."

Name of Offeror (Business) Synagro of Texas-CDR, Inc.

Signature

of person authorized to sign bid

Date November 27, 2023

Print Name

of person authorized to sign bid

Emil Kneis

Title:

Sales Support Manager

Business Address: 435 Williams Court, Suite 100

City, State, Zip Code: Baltimore, MD 21220

Telephone Number: 410-688-4438

Fax Number: 410-779-3558

Contact Person Email Address: ekneis@synagro.com

Federal Tax ID Number: 74-2648566

Bidders Principal/Corporate Place of Business Address: 435 Williams Court, Suite 100, Baltimore, MD 21220

Indicated Status of Business:

Corporation ☒

Partnership ☐

Sole Proprietorship ☐

Other: ☐

If other state business status: \_\_\_\_\_

State how long under its present business name: 23 years

If applicable, list all other names under which the Business identified above operated in the last five years.

N/A

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? ☒ Yes ☐ No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / ☒ No

**CITY OF LAREDO  
PURCHASING DIVISION**

Is any litigation pending against the Business? Yes / ☐ No ☒

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes ☐ No ☒  
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes ☐ No ☒

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes ☐ No ☒

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes ☐ No ☒

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes ☐ No ☒

Is the Business in arrears in any contract or debt? Yes ☐ No ☒

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes ☐ No ☒

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes ☐ No ☒

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes ☐ No ☒ Disadvantaged Business Enterprise (DBE): Yes ☐ No ☒

Small Disadvantaged Business Enterprise (SDBC) Yes ☐ No ☒ Other: Please specify \_\_\_\_\_

This company is not a certified minority business: ☒

*The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company*

**CITY OF LAREDO  
PURCHASING DIVISION**

**35.0 Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040**, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from [http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm).

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
  2. **Council Members**
  3. **City Manager**
  4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
  5. **Members of the Planning and Zoning Commission.**
  6. **Members of the Board of Adjustments**
  7. **Members of the Building Standards Board**
  8. **Parks & Leisure Advisory Committee Member,**
  9. **Historic District Land Board Member,**
  10. **Ethics Commission Board Member,**
  11. **The Board of Commissioners of the Laredo Housing Authority**
  12. **The Executive Director of the Laredo Housing Authority**
  13. **Any other City of Laredo decision making board member**
- If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

CITY OF LAREDO  
PURCHASING DIVISION

☒ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006,  
LOCAL GOVERNMENT CODE EXISTS.

Emil Kneis

Name

Signature

November 27, 2023

Date

**CONFLICT OF INTEREST QUESTIONNAIRE**

**For vendor or other person doing business with local governmental entity**

**FORM CIQ**

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg.,  
Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

**OFFICE USE ONLY**

Date Received

**1 Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

**3 Name of local government officer with whom filer has employment or business relationship.**

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date



CITY OF LAREDO  
PURCHASING DIVISION  
AFFIDAVIT

36.0

Project: Dry Sludge Removal - FY24-021 - Utilities Department

Form of Non-Collusive Affidavit

MARYLAND  
STATE OF ~~TEXAS~~ {}  
COUNTY OF ~~WEBB~~ {}  
BALTIMORE

AFFIDAVIT

Emil Kneis

Being first duly sworn, deposes and says:

That he/she is Sales Support Manager of Synagro of Texas-CDR, Inc.  
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

*Emil Kneis*

Signature of: Emil Kneis  
Bidder, if the Bidder is an individual  
Partner, if the Bidder is a Partnership  
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 27th day of November 20 23.

*Constance A. Reynolds*  
Notary Public

My commission expires:

9/6/2027

CONSTANCE A. REYNOLDS  
NOTARY PUBLIC  
ANNE ARUNDEL COUNTY  
MARYLAND  
My Commission Expires 09-06-2027

CITY OF LAREDO  
PURCHASING DIVISION

37.0 Discretionary Contracts Disclosure



**City of Laredo**  
**Discretionary Contracts Disclosure**

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.  
\*This is a ☒ New Submission or ☐ Correction or ☐ Update to previous submission.

**\*1. Name of person submitting this disclosure form.**

Emil \_\_\_\_\_ R Kneis \_\_\_\_\_  
First M.I. Last Suffix

**\*2. Contract Information**

a) Contract or Project name(s): Dry Sludge Removal - FY24-021

b) Originating Department(s): Utilities Department

**\*3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Synagro of Texas-CDR, Inc.			
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature

**\*4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

☐ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

☒ Name of partner, parent, or subsidiary business entity(ies): See attached list - Attachment A

Attachment A

Charlotte County Bio-Recycling Center, LLC  
Environmental Protection & Improvement Company, LLC  
NETCO - Waterbury, LP  
New Haven Residuals, LP  
Shamrock Guarantor, Inc.  
Philadelphia Biosolids Services, LLC  
Philadelphia Project Finance, LLC  
Philadelphia Project Holding, Inc.  
Philadelphia Renewable Bio-Fuels, LLC  
Sacramento Project Finance, Inc.  
South Kern Industrial Center, LLC  
Synagro - Baltimore, L.L.C.  
Synagro - Connecticut, LLC  
Synagro - WCWNJ, LLC  
Synagro - WWT, Inc.  
Synagro Central, LLC  
Synagro Drilling Solutions, LLC  
Synagro Drilling, Inc.  
Synagro-Hypex, LLC  
Synagro Northeast, LLC  
Synagro of California, LLC  
Synagro of Texas - CDR, Inc.  
Synagro Organic Fertilizer Company of Sacramento, Inc.  
Synagro Product Distribution, LLC  
Synagro Rail, Inc.  
Synagro South, LLC  
Synagro Technologies, Inc.  
Synagro West, LLC  
Synagro Woonsocket, LLC  
Nursery Products, LLC  
Synagro Ontario Holdings, Inc.  
Synagro Ontario Operating Company, Inc.  
Synagro Ontario Biosolids Company, Inc.  
Synagro Hamilton Operating, LP  
Synagro Hamilton Biosolids, LP  
Synagro BC Holdings, Inc.  
Synagro BC Biosolids Company, Inc.  
Synagro BC Operating Company, Inc.  
Synagro BC Operating, LP  
Synagro Canada, Inc.  
Old Line Environmental, Inc.  
Watershed Resource Center, Inc.  
Phosfix Fertilizer & Soil Amendment, LLC  
Synagro Ontario Operating Company II, Inc.  
Synagro Windsor Operating, LP  
Bay State Bioenergy, LLC  
Synagro Ontario Operating Company II, Inc.  
Synagro Windsor Operating, LP  
Slate Belt Heat Recovery Center, LLC

**CITY OF LAREDO  
PURCHASING DIVISION**

**\*5. List any individuals or entities that will be subcontractors on this contract.**

☐ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

☒ List of subcontractors: Aurora Environmental Services  
8235 Agora Parkway STE 111, PMB #428  
Selma, TX 78155

**\*6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

☒ Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: \_\_\_\_\_

**\*7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

- a) Any individual seeking contract with the city (Question 3)
- b) Any owner or officer of entity seeking contract with the city (Question 3)
- c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
- d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
- e) The spouse of any individual listed in response to (a) through (d) above
- f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☒ Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

☐ List of contributors: \_\_\_\_\_

**Updates on Contributions Required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

**\*8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

**CITY OF LAREDO  
PURCHASING DIVISION**

☒ I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\*Acknowledgements**

☒ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☒ **No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

**\*Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☒ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

**\*Oath**

☒ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Emil Kneis

Name (Print)

  
Signature

Sales Support Manager

Title

Synagro of Texas-CDR, Inc.

Company or DBA

November 27, 2023

Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo  
P.O. Box 579  
Laredo, TX 78042-0579

**CITY OF LAREDO  
PURCHASING DIVISION**

**38.0 Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

**Implementation of House Bill 1295**

**38.1 Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

**38.2 Filing Process:**

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

**Additional Information:**

**HB 1295**

**Certificate of Interested Parties (Form 1295)**

**New Chapter 46, Ethics Commission Rules:**

**46.1. Application**

**46.3. Definitions**

**46.5. Disclosure of Interested Parties Form**

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Synagro of Texas-CDR, Inc.  
Baltimore, MD United States

Certificate Number:  
2023-1096852

Date Filed:  
11/21/2023

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Laredo

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

FY24-021  
Dry Sludge Removal - Utilities Department

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



### 6 UNSWORN DECLARATION

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**CITY OF LAREDO  
PURCHASING DIVISION**

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**39.0 Vendors Instructions:**

Hand delivered Proposals will be received at the City Secretary Office, 1110 Houston St., 3<sup>rd</sup>. floor, Laredo, Texas 78040 until 5:00 P.M. on November 27, 2023; and all proposals received will be publicly acknowledges at 10:00 A.M. at the Office of the City Secretary on November 28, 2023.

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

**Bid: Dry Sludge Removal- Utilities Department  
FY24-021**

Bids can be downloaded and submitted through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

or

Hand Delivered:

City of Laredo - City Secretary  
C/O Jose A. Valdez Jr.  
City Hall - Third Floor  
1110 Houston Street  
Laredo, Texas 78040





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**RFP – City of Laredo, Texas – Dry Sludge Removal – Utilities Department FY24-021  
Performance Capability (30 Points) – Documentation Shall be uploaded on Cit-E-Bd**

**24.2.1 Response to emergency requests. (10 Points)**

Synagro of Texas-CDR, Inc. (Synagro) has the equipment and personnel to react and respond to emergency requests. We have over 40 years of experience with thousands of government entities and industrial customers. We are acutely aware of the critical nature of our services and will respond accordingly.

**24.2.2 History of meeting the services timelines. (10 Points)**

Synagro is currently the largest company specializing in biosolids and organic waste management in the country. The company currently manages over 14,000,000 wet tons of biosolids and other organic by-products annually for over 450 generators in 37 states across the United States. We currently operate nine heat-drying facilities, three thermal processing facilities, four composting facilities, over a dozen alkaline stabilization facilities, and approximately 50 permanent and mobile dewatering facilities. The fact that we continue to have numerous long-term customers shows the confidence they have in Synagro and that the work we perform is done in a professional manner and on time.

We are acutely aware of the time sensitive nature of the services we provide whether a short-term removal and disposal project or a multi-year continuous operations contract. Synagro has an extensive history of thousands of contracts performed as we continue to be the top provider in residuals management through our commitment to our customers and the environment.

**24.2.4 Customer service/problem resolution. (5 Points)**

Synagro's Operations, Technical Support and Area managers are available to assist in resolving any issues that may arise. Our Regional Vice Presidents have the authority and knowledge to discuss and settle any issues that may arise. Additionally, pre-start up meetings and progress meetings to review the current status are critical to the success of the projects.

Emergency contact information for project operations and the management team will be provided for Synagro's responsible parties.

**24.2.5 Invoicing process. (5 Points)**

Synagro has over 450 current contracts. Most projects are billed based on weight scale tickets from accredited public scales, plant scales or landfill scales depending on the end use. If land applied, the weight tickets go to the land application group for verification of residuals received and processed at the sites. Once confirmed the tickets are provided to the area administration person at Synagro who again verifies the information is accurate. If the residuals are landfilled, the landfill weight tickets are sent directly to the administrative person for review to begin the process. The administrative person



compiles the information and determines the correct billing code for that customer and forwards it to the project accountant. The accountant reviews the data and applies the proper dollar rate per unit to the total weight provided to them. The invoice is forwarded to the corporate accounting manager for review. Once approved the invoices are then mailed to the customer.

**Qualification and Experience (30 Points)--Documentation Shall be uploaded onto Cit-E-Bid.**

**24.3.1 Experience and qualification of key employees. (TCEQ Licensed submittal required). (10 Points)**

**Anticipated Staff and Corporate Management Resources**

Emiliano Torres, Project Superintendent has been employed by Synagro for over 20 years in various capacities. Emiliano Managed the City of Houston process unit cleaning and cleaning of residuals from the aeration basins, channels lift stations and digesters at 40 + plants. He has overseen set-up and day-to-day processing of multiple digester and tanks for numerous water and wastewater treatment plants throughout Texas. Responsible for start-up and successful project completion. He has managed the cleaning and close out of multiple lagoon and clarifier projects in Texas and has assisted with all transportation and disposal operations and coordinated with City Inspectors and Engineering Project Coordinator to ensure jobs are performed within city guidelines. As lead mechanic from 2001 to 2009 Emiliano was responsible for daily operations and maintenance of mechanical tasks, equipment maintenance and repair. Conducted mechanical repairs on engines, transmissions and chassis for 18-wheeler company trucks in addition to repairs of loaders, backhoes and dozers. Emiliano is a valued asset for Synagro.

Eduardo Torres, Lead Operator/ Superintendent joined Synagro's Texas operations team in 2018. He has over six years of experience directly working in dredging operations and with mechanical dewatering equipment. Over his time with Synagro he has been directly involved with cleaning multiple lagoons, has completed reactor and clarifier cleaning work. Eduardo has cleaned multiple digester and tanks for numerous water and wastewater treatment plants throughout Texas. Eduardo has vast knowledge running and maintaining operation of equipment including dredges, belt presses, and pumps. Currently, he is overseeing a project Synagro is executing for the wastewater department with City of Houston.

As Area Director, Jamie Annett is responsible for all service operations in Louisiana, Texas, New Mexico, and Arizona, including transport and disposal, land application, municipal WWTP and WTP cleaning, dewatering, and dredging, and industrial dewatering and dredging projects. Jamie joined Synagro in 2019 as a Process Improvement Manager responsible for the tracking and management of the company's nationwide consumption of polymer to identify usage trends, machine issues and improve project profitability. He coordinated with numerous departments to improve data reporting and monitoring methods, with a focus on live data and provided project support to reduce machine downtime due to incorrect machine configuration and machine breakdown. Jamie also served as Project Coordinator for the City of Houston wastewater treatment maintenance contract where he managed the project team responsible for cleaning, removal and disposal of sand and grit from various treatment plant process trains. Prior to joining Synagro Jamie held various engineering positions with GSE Environmental, Climbtch LLC, and Solmax. Jamie holds a Bachelor of Science degree in Mechanical Engineering from the Queen's University of Belfast, Northern Ireland. He is Lean Six Sigma certified.



As Regional Vice President, Nick Caggiano leads Synagro's strategy and execution to achieve successful outcomes in financial, operational and personnel performance, while exceeding customer expectations, in sustaining and growing Synagro's Central Region business unit. Prior to managing the Central Region, Nick serviced as Regional Vice President for Synagro's West Region which included the following biosolids processing facilities as well as product sales and marketing for these facilities: Arizona Soils Composting Facility, Central Valley Composting Facility, South Kern Compost Manufacturing Facility, and Sacramento Biosolids Pelletizing Facility. Nick brings nearly 20 years of diverse operations and business management experience to Synagro. He comes to us from Carmeuse Lime and Stone, a leading producer of lime and limestone aggregates, where he was responsible for multiple lime manufacturing facilities and prior to that with Knight Celotex as the General Manager for their New Orleans, Louisiana fiberboard facility. While with Carmeuse, Nick also oversaw a joint venture partnership to design, permit, and engineer a new \$45M lime facility in Jacksonville, Florida. Earlier in his career, he worked in the textile and automotive industries where he held various production management positions as well as roles in quality, engineering, compliance and product development. In addition to his operations experience, Nick has held responsibility for supply chain and customer service teams and successfully led various business development projects.

Mike Myers is Synagro's director of Sales and Operation Planning. In this role, Mike has national responsibility for all dredging, digester cleaning and dewatering operations. He evaluates equipment and technology, reviews bids and proposals, trains special project teams, establishes corporate guidelines for special projects, and oversees construction of mobile dewatering units as well as installation of permanent, on-site dewatering facilities. His unique, industry-leading knowledge and presence at all startup operations is key to Synagro's excellence in consistently delivering great outcomes for our customers. Mike has had this leadership role at Synagro for 20 years. Prior to Synagro, Mike worked at Whiteford Environmental in their water and wastewater group, where he rose to become the manager of the Special Projects Department. In this role, he was responsible for site surveys, project assessments, bidding and fiscal responsibility for all Special Projects contracts. Mike is a Nutrient Management Consultant, State of Maryland. He has a Confined Space Certification, Instructor Level, and he attended the Carnegie School of Management. He is a member of the Water Environment Federation.

#### Additional Executive Management Staff

**Bob Preston** is Synagro's chief executive officer. He is an experienced business leader, having helmed multibillion-dollar regional and global businesses for U.S. multinationals, and served as a private-equity CEO twice before joining Synagro. He began his career at DuPont, and rapidly moved into senior operating positions at Allied-Signal, Johnson Electric and Honeywell before becoming Eastman Chemical Company's Asia president. Bob then moved to J.B. Poindexter, Inc., where he tripled operating income in his two years as chief operating officer. He was recruited as CEO of Davis-Standard, LLC for ONCAP where he spearheaded the company's expansion into Asia and development of Davis' DSX extrusion coating technology. From 2014 to 2018, Bob led GSE Environmental to a successful exit from ownership by Littlejohn & Co. after growing EBITDA 240% in just three years. Bob has a bachelor's degree in Industrial Engineering from Northeastern University and a master's degree in Engineering from Rutgers University. He is a Six Sigma Black Belt.

**Pam Racey** is Synagro's vice president, Business Development. She leads the team which helps municipalities site and operate Class A biosolids recycling facilities, and the group that manages more than 150 municipal contracts taking biosolids into our compost and thermal reduction facilities. She has



more than 30 years of experience in the implementation and operation of municipal biosolids management projects. Pam's career has been dedicated to many different facets of biosolids management including permitting, public outreach, regulatory and legislative affairs, utilization of biosolids products, and solution development. For the past 15 years, she has focused specifically on developing and implementing public private partnerships for Synagro's biosolids management facilities. Ms. Racey has led the company's efforts on eleven heat-drying and pelletization projects, five biosolids compost projects, two thermal conversion projects, one digestion project, and dozens of dewatering and multi-faceted land application projects. These projects include two Canadian P3 projects - one in Hamilton Ontario and the other with the Capital Region District in Victoria, British Columbia. In addition, she pioneered the company's initiative to utilize biosolids pellets as a renewable energy source with Lehigh Cement in Union Bridge, Maryland. Pam holds a bachelor's degree in Agriculture from Pennsylvania State University. She is a member of the Water Environment Federation and an affiliate member of the National Association of Clean Water Agencies.

**Al Slepian** is Synagro's general counsel, Secretary and Chief Compliance Officer. In this role, he is responsible for the group providing Synagro's legal and advisory services, including mergers and acquisitions, contract support, litigation, and Federal and State compliance monitoring and reporting. He has specific subject matter expertise in municipal contracting and deal negotiation, in addition to M&A, having supported Synagro's Nursery Products, Old Line Environmental and Pace Dewatering Systems due diligence and acquisitions. Al has been with Synagro since 2014, when he joined as Senior Counsel, Commercial Transactions. He moved into the General Counsel role in 2015. Al started his in-house career as Assistant General Counsel at PG&E National Energy Group, before moving to a role as Senior Vice President and General Counsel for Argos Utilities Corporation. In both of these roles, Al developed deep subject matter expertise in the power generation industry and legal support for large-scale construction projects. Al later served as Associate General Counsel at USEC, Inc. (now Centrus Energy) before joining Synagro. Al holds a bachelor's degree in Political Science and History from Duke University and a juris doctorate degree from Columbia University. He is admitted to the bar in New York.

See attached Synagro TCEQ License.

**24.3.2 Past experience working with the government sector. (10 Points)**

Synagro has been working with the government sector for over 40 years and has an annual revenue of over \$400 million. Ninety percent of our customer are from the government sector including cities, counties, villages, states and regional authorities.

**24.3.4 Minimum of 3 customer references relating to the products and services within this RFP. (10 Points)**

Company Name: City of Austin Walnut Creek WWTP Improvement Project Managed by PLW Waterworks

Address: 1725 Hughes Landing #1200, The Woodlands, TX 77380

Contact Name: John Murphy, Project Manager

Telephone Number: 346-382-2527

Description of Services Performed: Aeration basin sludge removal, dewatering, hauling and disposal 3/20/2019-2/1/2020; 12 months.

Company Name: City of Brenham, TX



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Address: 2005 Old Chapel Hill Rd., Brenham, TX 77833

Contact Name: Bobby Keene, Superintendent

Telephone Number: 979-337-7445

Description of Services Performed: Aeration basin cleaning, solids removal, transportation and disposal.  
7/16/2020-9/16/2020; 2 months.

Company Name: City of Baytown, TX – South Lagoon Sludge Removal

Address: 7425 Thompson Rd., Baytown, TX 77521

Contact Name: Michael A. Gay, III, Superintendent

Telephone Number: 281-420-5310

Description of Services Performed: Lagoon sludge removal, land application.  
7/17/2020-9/17/2020; 2 months.

2023

Jon Niermann, *Chairman*  
Emily Lindley, *Commissioner*  
Bobby Janecka, *Commissioner*  
Kelly Keel, *Interim Executive Director*



## Texas Commission on Environmental Quality

*Protecting Texas by Reducing and Preventing Pollution*

July 21, 2023

CHUCK SIMMONS  
SYNAGRO OF TEXAS-CDR INC  
435 WILLIAMS CT STE 100  
BALTIMORE, MD 21220-2888

Re: **Sludge Transportation Registration**  
**SYNAGRO OF TEXAS-CDR**  
**Registration Number: 20009**

CN601307630

RN105303606

Dear Mr. Simmons:

The Section Manager of the Registration and Reporting Section has issued the enclosed registration in accordance with Title 30 of the Texas Administrative Code (30 TAC) Chapter 312 Subsection (§) 312.147 (b). This action is taken under authority delegated by the Executive Director of the Texas Commission on Environmental Quality.

Issuance of this authorization is not an acknowledgment that your operation is in full compliance with state and federal rules and regulations. Failure to comply with all rules and regulations may result in enforcement action and/or the revocation of your registration.

Your registration number is required to appear on all tanks and containers used for the collection and transportation of sewage sludge and similar waste. It should also be used on all correspondence regarding your sludge registration.

A copy of your sludge transporter registration, a copy of your application for registration and copies of all amendments to this registration must be available at all times and at all locations where business is being transacted under this registration, including all motorized vehicles operated under this registration.

If you have any questions or comments, please contact the Sludge Transporter Registration Program at (512) 239-6413.

Sincerely,

A handwritten signature in black ink, appearing to read "Shannon W. Frazier".

Shannon W. Frazier, Manager  
Registration & Reporting Section

Enclosures

CC: TCEQ Region ,



Texas Commission on Environmental Quality

**SLUDGE TRANSPORTER**

Registration Number: 20009

CN601307630

RN105303606

*K Keel*

Print Date: July 21, 2023

For the Commission

**Company:** SYNAGRO OF TEXAS-CDR INC

**Registered Since:** April 25, 1991

**Regulated Entity:** SYNAGRO OF TEXAS-CDR

**Expiration Date:** August 31, 2025

**Status:** ACTIVE

**Organization Type:** CORPORATION

**County:**

**TCEQ Region:**

**Transport Waste Into Texas:** NO

**Transport Waste out of Texas:** NO

**Physical Address:**

501 WOODALL RD  
DECATUR, AL 35601-7401

**Contact Information**

**Contact:** CHUCK SIMMONS

**Phone:** 256-351-0959

**Fax:** 256-351-0961

**E-Mail:** CSIMMONS@SYNAGRO.COM

**Mailing Address:**

435 WILLIAMS CT STE 100  
BALTIMORE, MD 21220-2888

**Sticker Numbers Issued and Listed below will expire on August 31, 2025:**

09619    09620    09621    09622    09623

This is your registration which reflects the information submitted on your application to the Register or Renew as a Transporter of Municipal Sludge(s) and Similar Wastes. Requirements for transportation are provided in accordance with 30 TAC Chapter 312. Issuance of this registration is not acknowledgement by the TCEQ that your operation is in full compliance with the rules and regulations of the TCEQ. Changes or additions referred to this notice require written notification to the TCEQ. Please keep a copy of this registration in every vehicle transporting sludge and all locations where business is being transacted under this registration.



Texas Commission on Environmental Quality

**SLUDGE TRANSPORTER**

Registration Number: 20009

CN601307630

RN105303606

*K Keel*

Print Date: July 21, 2023

For the Commission

WQ0010397003	WW	BROWNSVILLE PUB SOUTHSIDE WWTP	WWPERMIT
WQ0010397005	WW	ROBINDALE WWTP	WWPERMIT
WQ0010401003	WW	GREENWOOD PLANT	WWPERMIT
WQ0010401005	WW	NEW BROADWAY WWTP	WWPERMIT
WQ0010495002	WW	SIMS BAYOU PLANT	WWPERMIT
WQ0010495003	WW	ALMEDA SIMS WWTP	WWPERMIT
WQ0010495009	WW	CHOCOLATE BAYOU WWTP	WWPERMIT
WQ0010495023	WW	HOMESTEAD WWTF	WWPERMIT
WQ0010495076	WW	NORTHWEST WWTP	WWPERMIT
WQ0010495078	WW	INTERCONTINENTAL AIRPORT WWTP	WWPERMIT
WQ0010495090	WW	69TH ST WWTP	WWPERMIT
WQ0010495101	WW	IMPERIAL VALLEY WWTP	WWPERMIT
WQ0010495109	WW	TURKEY CREEK WWTP	WWPERMIT
WQ0010495115	WW	NORTHBOROUGH WWTF	WWPERMIT
WQ0010495116	WW	CITY OF HOUSTON UPPER BRAYS WWTP	WWPERMIT
WQ0010495119	WW	KEEGANS BAYOU WWTP	WWPERMIT
WQ0010495122	WW	NORTHBELT WWTP	WWPERMIT
WQ0010495146	WW	KINGWOOD CENTRAL WWTP	WWPERMIT
WQ0010568005	WW	DALLAS SALMON WWTP	WWPERMIT
WQ0010607002	WW	CITY OF ROSENBERG WWTP 2	WWPERMIT
WQ0010607003	WW	CITY OF ROSENBERG WWTP 1A	WWPERMIT
WQ0010607004	WW	CITY OF ROSENBERG WWTP 3	WWPERMIT
WQ0010653001	WW	WESTSIDE WWTP	WWPERMIT
WQ0010653002	WW	SOUTHSIDE WWTP	WWPERMIT
WQ0010706001	WW	CITY OF KATY WWTP	WWPERMIT
WQ0010712001	WW	CITY OF SOUTHSIDE PLACE	WWPERMIT
WQ0010781002	WW	N B DAVIDSON SOUTH WWTP	WWPERMIT
WQ0011044001	WW	MEMORIAL HILLS UD WWTP	WWPERMIT
WQ0011193001	WW	BRITTMOORE WWTP	WWPERMIT
WQ0011275002	WW	PRAIRIE VIEW A&M UNIVERSITY WWTP	WWPERMIT
WQ0011314001	WW	CANDLELIGHT HILLS WWTF	WWPERMIT
WQ0011371001	WW	MONTGOMERY COUNTY MUD 8 WWTP	WWPERMIT
WQ0011409001	WW	KLEINWOOD JOINT POWERS BOARD WWTP	WWPERMIT
WQ0011770001	WW	HARRIS COUNTY MUD 50 WWTP	WWPERMIT
WQ0011807001	WW	FOREST HILLS MUD WWTP	WWPERMIT
WQ0011824001	WW	NORTHWEST HARRIS COUNTY MUD 5 WWTP	WWPERMIT
WQ0011917001	WW	HARRIS COUNTY MUD 71 WWTP	WWPERMIT
WQ0011969001	WW	MAYDE CREEK MUD REGIONAL WWTF	WWPERMIT
WQ0011989001	WW	FRY ROAD MUD WWTP	WWPERMIT
WQ0012003001	WW	FORT BEND COUNTY MUD 25 WWTP	WWPERMIT
WQ0012025002	WW	BILMA PUD WWTP	WWPERMIT
WQ0012110001	WW	KATY ISD MAYDE CREEK WWTP	WWPERMIT
WQ0012222001	WW	BRITTMOORE WEST BY NORTHWEST WWTP	WWPERMIT
WQ0012223001	WW	WEST HARRIS COUNTY MUD 15 WWTP	WWPERMIT
WQ0012224001	WW	KLEIN ISD TRANSPORTATION WWTP	WWPERMIT





Texas Commission on Environmental Quality

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WQ0012541001	WW	CHASEWOOD WSC WWTP	WWPERMIT
WQ0012622001	WW	WILLOW RIDGE ESTATES	WWPERMIT
WQ0012726001	WW	HARRIS COUNTY MUD 155 WWTP	WWPERMIT
WQ0013209001	WW	LAKE LIVINGSTON VILLAGE WWTP	WWPERMIT
WQ0013355001	WW	SUGAR LAND GREATWOOD WWTP	WWPERMIT
WQ0013625001	WW	NORTHWEST HARRIS COUNTY MUD 20 WWTP	WWPERMIT
WQ0013627001	WW	LIBERTY LAKES RESORT WASTEWATER TREATMENT PLANT	WWPERMIT

**Waste Types**

DS - Septic Tank Waste  
GS - Grease Trap Waste

GT - Grit Trap Waste  
PP - Chemical Toilet Waste

WT - Water Treatment Residuals  
WW - Sewage Sludge/Biosolids



Texas Commission on Environmental Quality

**SLUDGE TRANSPORTER**

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*K Keel*

Print Date: July 21, 2023

For the Commission

**Vehicle Information**

<u>License Plate</u>	<u>Year</u>	<u>Vehicle Make</u>	<u>Sticker Issued</u>	<u>Vehicle Capacity</u>
1L84908	2006	MACK	07/29/2015	20 CY 520694
BL06103	2012	MACK	07/29/2015	20 CY 520818
1M17357	2006	FREIGHTLINER	07/29/2015	20 CY 520801
1141048	2016	KENWORTH	01/11/2018	20 CY 520855
1M25821	2020	PETERBILT	12/20/2019	20 CY 520936

\*UOM - Units of Measure