

# Galveston County Water Control Improvement District #1

## INVITATION TO BID For Municipal Sludge Disposal

Galveston County WCID#1(the District) is soliciting bids for a multiyear contract for **Municipal Sludge Disposal** for a two-year period beginning January 1, 2021 and ending December 31, 2022. The contract is subject to automatic renewal for up to three (3) additional one-year periods as stipulated within the specifications.

Bids must be sealed, marked "**BID-2021-002 Municipal Sludge Disposal**" in lower left corner and delivered to

Galveston County WCID1  
Attn: Administrative Secretary  
2320 Falco St.  
Dickinson, Texas 77539  
Phone: 281.534/8352 Email: [\\_tveasey@wcid1.com](mailto:_tveasey@wcid1.com)

And, must arrive no later than **10:30 am CST, on Wednesday, November 18, 2020**. Bids will then be publicly opened and read aloud through a video broadcast. Interested parties must call the Falco Office Administrative Secretary at the number above no less than 24 hours in advance to receive invitation to the video conference broadcast.

Specifications can be secured from the Administrative Secretary's office, 2320 Falco, Dickinson, Texas 77539 or downloaded online at [www.wcid1.com](http://www.wcid1.com), under Bid Notices.

No taxes are to be included in the bid as the District is exempt from the payment thereof.

The District reserves the right to waive any minor informality or irregularity, and to reject any and all bids and to accept the bids which, in its opinion are most advantageous to the District.

Bids offered shall be valid for 60 days.

Please direct any questions regarding the bid or bid documents to Darrell Hartwick, Operations Superintendent, at (281) 534-8350.

Successful bidder will be required to submit a completed Conflict of Interest Questionnaire and Form 1295 prior to initiation of any work.

## **INSTRUCTIONS TO BIDDERS**

**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS.**

### **1. BIDS, PREPARATION AND SUBMITTAL**

Completed and signed bids will be received at 2320 Falco, Dickinson, Texas 77539 upon the Standard Bid Form enclosed the bid packet. Please submit IN DUPLICATE, without modification or provisions and each proposal must be completely filled out.

An abstract of the amounts of the base bids and major alternatives will be made available to Bidders after the opening of bids.

All figures must be written in ink or typewriter. Figures written in pencil or erasures are not acceptable. However, mistakes may be crossed out, corrections inserted and initialed in ink by the person signing the proposal.

The Invitation to Bid which appears in the newspaper, the Instructions to Bidders, Special Conditions, and Specifications which follow, Addenda (if any), and the Bid Sheets are all considered as part of the bid and will become the contract with the successful bidder.

If you do not wish to bid at this time but wish to remain on the bid list for this service or commodity, please submit a "No Bid" by the same time and date at the same location as stated for bidding. If you wish to be removed from the bid list, or changed to the bid list for another commodity, please advise us in writing.

### **2. INTENT OF BID DOCUMENTS**

Bidders should fully inform themselves as to all conditions and matters which can in any way affect the costs thereof. Should a bidder find discrepancies in, or omission from, the bid documents, or should he/she be in doubt as to their meaning and intent he/she should notify The District at once and obtain clarification prior to submitting a bid. Should bidder find discrepancies or omissions from these specifications, bidder should at once notify the Administrative Secretary.

The submission of a bid by Bidder shall be conclusive evidence that the Bidder is fully acquainted and satisfied as to character, quality and quantity of equipment to be furnished.

### **3. DELIVERY OF BIDS**

Bids received prior to the time of the opening will be kept securely unopened. Bids received after **10:30 a.m. on Wednesday, November 18, 2020** shall be considered late and shall be returned unopened. The person whose duty is to open them will decide when the specified time has arrived for the opening of the bids. No responsibility will be attached to an officer for the premature opening of a bid not properly addressed and identified. Faxed or electronic bids will not be considered.

**4. SIGNATURES**

All bid responses are required to be signed by an authorized representative of the bidding entity. Bid responses received unsigned will not be considered.

**5. BID WITHDRAWAL OR REJECTION**

Bids may be withdrawn by written or emailed requests dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid represents no right for withdrawal after the bid is opened. No bids may be withdrawn for a period of sixty (60) calendar days after opening of the bids.

**6. LATE BIDS**

The District is not responsible for lateness or non-delivery of mail by USPS, or any other courier.

**7. IRREGULAR PROPOSALS**

Proposals will be considered irregular if they show any omissions, alterations, of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the Owner reserves the right to waive any irregularities and to make the award in the best interest of the District.

**8. DISQUALIFICATIONS OF BIDDERS**

The bidders may be disqualified, and their proposals not considered for any of (but not limited to) the following reasons:

- A. Reason for believing collusion exists between bidders.
- B. The bidder being an interested party in any litigation against the District.
- C. Failure to use the bid form furnished by the District.
- D. Lack of signature by an authorized representative on the bid form.
- E. Failure to properly complete the bid.

**9. REJECTION OF BID(S)**

The District reserves the right to reject any and all bids, to waive irregularities, and to accept the bid deemed the most advantageous to the District.

**10. AWARD OF CONTRACT**

The Notice of Award of Contract shall be given to the bidder within sixty (60) days following the date of opening of bids. The District reserves the right to award this contract on the basis of lowest responsible bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offer, or to reject any or all bids.

**11. INQUIRIES**

Any inquiries concerning the bid documents shall be addressed to Darrell Hartwick, Operations Superintendent, (281) 534-8350.

**12. ADDENDA**

The District is not bound by any oral representations, clarifications or changes made in the written specifications by District employees.

If it becomes necessary to revise any part of the bid documents, the District will issue a written notice to all bidders in the form of an addenda. Addenda will be issued to Bidders prior to the receipt of bids and shall be considered part of the contract documents. Bidders shall acknowledge receipt of addenda on the proposal form.

**13. DISCREPANCIES IN PRICES**

Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

**14. HOLD HARMLESS AGREEMENT/INSURANCE**

Contractor, the successful bidder, shall indemnify and hold the District harmless from all claims for personal injury, death, and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid, as indicated in the Special Conditions below. Certification of such coverage must be provided to the District prior to commencement of any work.

**15. WAIVER OF SUBROGATION**

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against the District as an indirect part to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

**16. SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby

declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**17. BID AMBIGUITY**

Any ambiguity in the bid as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions, and all conditions of bidding shall be construed in the favor of the District.

**18. CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and shall not be effective unless signed by an authorized representative of the District.

**19. RESPONSE FORM TO BE USED**

The bid quote must be submitted on the form provided.

**20. PAYMENT**

Payments shall be made for material and services delivered and meeting specifications within thirty (30) days of receipt of an invoice. Where applicable, the District may be invoiced on a monthly basis.

Invoices must be mailed to: Galveston County WCID #1  
Attention: Accounts Payable  
P.O. Box 307  
Dickinson, Texas 77539

## **SPECIAL CONDITIONS**

### **1. DURATION OF AGREEMENT**

The District and successful bidder shall enter into a purchase agreement for prices stated for a two-year period beginning January 1, 2021 through December 31, 2022. The contract will automatically renew for three (3) additional one-year periods unless sixty (60) days' notice by either party is given. Contractor may submit documentation to support a price increase annually, however District will not accept any increase greater than a 3% increase per year under this contract.

### **2. DESCRIPTION OF SERVICES**

Successful bidder will haul solids from the District's Wastewater Treatment Plant, located at 4900 Nebraska, Dickinson, TX. to a State permitted sanitary landfill for burial that is in compliance with TCEQ 30 TAC Chapter 312 and 330 and US EPA 40 CFR Part 503 Sewage Sludge Use and Disposal regulations.

Successful bidder will conduct or have conducted all required laboratory analysis stipulated by the TCEQ and EPA for municipal sludge disposal.

Copies of all testing and reporting shall be forwarded to the treatment plant lab, addressed to: Galveston County WCID#1, Attention Operations Superintendent, P.O. Box 307, Dickinson, Texas 77539.

### **3. TECHNICAL SPECIFICATIONS**

The successful vendor shall provide at no extra charge to the District, two 25 or 30 c.y. water-tight dump boxes with rolled, rain-tight covers, marked inside with a "full line" for 20 c.y. Contractor is expected to haul either or both boxes within 24 hours notice, Monday through Friday. The successful bidder shall haul to a State approved sanitary landfill for burial.

The District will load the sludge from its belt press into the dump boxes. It is anticipated the percent solids off the drying beds will range from 14 to 16 percent.

It is projected that the successful Bidder will average twenty (25) hauls per month (total of both boxes).

Successful vendor will:

1. Document all work activity related to this contract and submit written monthly reports showing disposal site, dates, hauler, manifest numbers, TCLP test (pass / fail), and total loads.
2. Documentation will include signed Manifest of pick-up and delivery of sludge showing pickup location and disposal site, date and time, TCEQ hauler registration numbers, with signatures. These Manifest are to be delivered to the Operations Superintendent.

3. In accordance with State and Federal requirements, conduct all laboratory analyses and submit results to the District.
4. Conduct all transport and disposal operations in accordance with applicable Federal and State regulations.
5. Provide all manpower, supervision, equipment, independent lab analysis, materials, trucks, trailers, and anything else necessary for the successful disposal of the sludge at no additional charge to the District.
6. Vendor is responsible for cleanup and damages from all spillage of product from Contractor's haul boxes and vehicles, including liquids, dewatered solids, fuels, and lubricants.
7. Vendor will supply the District with copies of all laboratory test results.
8. All vendors shall submit a list of references.

Prior to submission of a proposal, vendor shall familiarize himself with the site conditions through an on-site inspection.

#### **4. INSURANCE**

The successful Bidder shall provide the following insurance coverages:

Commercial Liability Aggregate	\$500,000
Personal Injury	\$100,000
Each Occurrence	\$100,000
Automobile Liability	\$100,000
Bodily Injury	\$100,000/\$300,000
Property Damage	\$100,000
Combined Single Limit	\$300,000

Workers Compensation As required by State law

A copy of a certificate of insurance is required prior to commencement of any work.

#### **5 USE OF SUBCONTRACTORS**

Use of subcontractors is specifically prohibited without written authorization by the General Manager. Subcontractors are subject to same insurance requirements as slated in paragraph 4 above.

#### **6. CANCELLATION CLAUSE**

District reserves the right to terminate this contract immediately in the event the Contractor failure to provide required insurance coverage certifications, failure to pay the receiving landfill owner, employees, or subcontractors, intuition of any bankruptcy proceeding, violations of any portion of the contract, or providing substandard service as determined by the District.

#### **7. SAFETY REGULATIONS**

Contractor is responsible for adhering to the Safety Policy of the District.

**BID FORM**

PROPOSAL IDENTIFICATION: SOLID DISPOSAL – 2021-002\_\_\_\_

THIS BID IS SUBMITTED TO:

Galveston County WCID1  
Attn: Administrative Secretary  
2320 Falco St.  
Dickinson, Texas 77539  
Phone: 281.534/8352  
Email: tveasey@wcid1.com

- 1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an agreement with Owner to furnish the product as specified or indicated in the Contract Documents for the Contract Price indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
- 2. Bidder accepts all of the terms and conditions of the Advertisement, Invitation to Bid, Specifications, and instructions to Bidders. This Bid will remain subject to acceptance for sixty (60) days after the date of Bid opening. Bidder will sign and submit the Agreement within ten (10) days after the date of Owner’s Notice of Award.
- 3. In submitting this Bid, Bidder represents, as more fully set in forth in the Agreement, that:
  - A. Bidder has examined copies of the Bidding Documents and of the following Addenda (receipt of which is hereby acknowledged):

Addenda: \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

- B. Bidder has familiarized themselves with the nature and extent of the Contract Documents, and all local conditions and Laws and Regulations that in any manner may affect cost, of fulfilling the terms of agreement.
- C. Bidder has given the owner written notice of any conflict, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the Owner is acceptable to Bidder.
- D. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or titles of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false Bid. Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over owner.



4. It is understood that the District reserves the right to reject any and all bids and to waive any informality in bids received.
5. Communications or questions concerning this bid shall be addressed to:  
  
 Darrell Hartwick, Operations Superintendent  
 Phone - 281.642.1480  
 Email – dhartwick@wcid1.com
6. Bidder shall complete the attached **References Form**.

**BID**

<u>Unit Price</u>	<u>Description</u>	<u>Extension/Total</u>
\$ _____ /cu. yd.	325 Hauls of 20 cu. yd. Non-Hazardous Municipal Sludge	\$ _____

**Site Disposal Location**

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**State License Number**

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**TCEQ Transport I.D. No.:** \_\_\_\_\_

“By the signature hereon affixed, the bidder hereby certifies neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws and Commerce Code, or the Federal anti-trust, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.”

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Date: \_\_\_\_\_

24-hour Emergency Phone # \_\_\_\_\_

Email address: \_\_\_\_\_

## ATTACHMENT 1

### REFERENCES

Each Bidder is to provide a minimum of three (3) verifiable commercial business references in which the Bidder has performed work.

1. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

2. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

3. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_