



**REQUEST FOR PROPOSAL
SEPTIC TANK PUMPING SERVICES
RFP NO. 18-0625-05**

TO ALL PROSPECTIVE BIDDERS:

You are hereby invited to submit your bid for the item(s) to be furnished and delivered, shipped F.O.B. delivered, to the address specified herein.

The original bid and the required number of copies must be received in a sealed envelope that has your name and address in the upper left corner and the attached label affixed and pasted in the lower left corner.

All bids are subject to staff analysis. LVWD reserves the right to accept or reject any and all bids received and waive any and all technicalities.

**1557 FM ROAD 1110
CLINT, TEXAS 79836**

**BID OPENS:
JUNE 25, 2018/4:00 P.M.**

LOWER VALLEY WATER DISTRICT

NOTICE TO BIDDERS
SEPTIC TANK PUMPING SERVICES

LVWD RFP No. 18-0625-05

June 8, 2018

Re: Septic Tank Pumping Services: RFP No. 18-0625-05

Important Notice

It is the bidder's responsibility to ensure that they have all pertinent information regarding solicitations, including all amendments prior to submitting their offer. Please check the website, even after submitting a bid, to ensure that you have all amendments as they may be posted at any time, up to and including the day of bid opening.

The LOWER VALLEY WATER DISTRICT (LVWD), is soliciting bids for Septic Tank Pumping Services. The District shall order all its supplies and/or services from one or more successful bidders (contractors) from time to time as needed. Bids will be received by LVWD until 4:00 P.M., Local Time, Monday, June 25, 2018, at which time only the name of the submittals will be opened and read aloud.

Any questions and/or comments about this Bid should be submitted through E-Mail with Subject: "Questions on SEPTIC TANK PUMPING SERVICES RFP No. 18-0625-05" email to Gabrelle Diaz, Bid Specialist, at gdiaz@lvwd.org, no later than Monday, June 18, 2018.

BID REQUIREMENTS:

All bids must be sealed and received in the Purchasing office, LVWD, 1557 FM Road 1110, Clint, Texas 79836 prior to bid opening. All bids must be submitted on the attached bid form and shall conform to terms and conditions set forth in this Request for Proposal (RFP). Please make and retain a copy of your Response (Bid) for your records. Do not bend, fold, or staple bid form. The envelope containing your Proposal must be plainly marked on the lower left corner: LVWD has provided a label to attach. **Bidders must sign, in ink, the bid form where indicated. Unsigned bids will not be read. Bids will be opened at 4:00 P.M., Local Time, Monday, June 25, 2018.**

The LVWD reserves the right to accept or reject any or all bid(s), to waiver technicalities and to award the bid(s) deemed most advantageous and in the best interest of the District. No bids may be withdrawn after the bid opening.

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Please direct all questions pertaining to this BID by email with subject line as indicated above-gdiaz@lvwd.org, Gabrelle Diaz, Bid Specialist.

Gabrelle Diaz
Bid Specialist

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SEPTIC TANK PUMPING SERVICES RFP NO. 18-0625-05 BID SPECIFICATIONS

Lower Valley Water District will accept sealed bids for septic tank pumping services for LVWD servicing areas which will/may include Clint, San Elizario, Socorro, Horizon, and Sparks, additional areas may be provided as needed/required to assist in the installation of sewer service for these areas.

SCOPE OF SERVICES:

The successful bidder will be required to perform the following:

1. LVWD is soliciting from the contractor to provide septic tank pumping and cleaning areas, as requested by LVWD on behalf of it's customers and/or at times for LVWD needs.

THIS PROJECT CONSISTS OF FURNISHING ALL MATERIALS, EQUIPMENT, LABOR, AND TRANSPORTATION NECESSARY TO PROVIDE SEPTIC SYSTEM SERVICES AT LOCATIONS LISTED AND DESCRIBED HEREIN.

2. Pumping of septic tanks for LVWD customers and/or LVWD, the contractor must pump septic tanks and remove liquid as well as solid from each designated location. LVWD will require service for approximately fifty (50) to one hundred (100) homes. The contract length may be for one year with the option to renew for an additional two (2) years. Each pumping is to be done on a scheduled basis.
3. All tanks must be thoroughly cleaned by using mechanical and as needed manual labor removing all sludge and matter. A LVWD representative must inspect the tank to ensure it meets completion standards.
4. All work must be performed in such a manner as not to inconvenience the property owners/occupants. The Contractor shall determine the and shall conduct the work in the least disruptive manner.
5. The Contractor shall secure and pay for all permits, inspections, and licenses necessary for the execution of his work, **the contractor must be a licensed septic tank pumping hauler.**
6. The Contractor shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner within the time specified. The Contractor shall complete the entire work to the satisfaction of LVWD and in accordance with the specifications herein mentioned, at the price herein agreed upon. LVWD will require proof of disposal-a copy of the manifest

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- must be provided for each septic tank. All the work, labor, and equipment to be done and furnished under this contract, shall be done and finished strictly pursuant to, and in conformity with the specifications described herein and any directions of LVWD representatives as given from time to time during the progress of the work, under the terms of this contract.
7. The Contractor shall conduct his work so as to interfere as little as possible with LVWD business. He shall at his own expense, wherever necessary or required, furnish safety devices and take such other precautions as may be necessary to protect life and property.
 8. The Contractor shall bear all losses resulting to him or to the Owner/Occupant on account of the amount or character of the work, or because of the nature of the area in or on which the work being done is different from what was estimated or expected, or account of the weather, elements or other causes.
 9. Unsatisfactory response to any or all of the listed services or requirements will be a basis for immediate termination of the contract.
 10. LVWD reserves the right to terminate this contract at any given time with a thirty (30) day written notice.

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GENERAL INFORMATION
SEPTIC TANK PUMPING SERVICES
RFP NO. 18-0625-05

Questionnaire to Determine Principal Place of Business Under Article LGC2252.002 Texas revised Civil Statutes.

GENERAL INFORMATION:

1. Legal Name of Business: _____
2. Street Address: _____
3. Post Office Box (if any) or Mailing Address if different from question #2:

4. City: _____ State: _____ Zip: _____
5. Telephone Number: _____
6. Nature of Business (i.e., automobile dealer, electrical contractor, etc.):
7. _____
8. Type of Business Organization (check one):
 _____ Sole Proprietorship _____ Other Legal Entity
 _____ Partnership (General or Limited) _____ Corporation

QUESTIONS RELATED TO PRINCIPAL PLACE OF BUSINESS:

1. In what State is your principal place of business? _____
2. In what State, if any, is your business incorporated? _____
3. If business is a corporation, furnish the name and address of the agent for services:

4. Is your business authorized to do business under the laws of the State of Texas?

5. Do you transact business in more than one State? _____
If so, list all States in which you transact business: _____

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- 6. In what State are the majority of your activities conducted? _____
- 7. List the total gross sales of your business within the last two calendar years?

- 8. In what State does your business earn the largest percentage of its revenues?

What percentage is earned in Texas? _____
- 9. In what State is largest percentage of the capital? _____
Assets of your business located? _____
What percentage is located in Texas? _____
- 10. Give the address of your general office where centralized control of your business is conducted? _____
- 11. In what State does the largest percentage of full-time equivalent employees of your business reside permanently? _____
How many full-time equivalent employees reside permanently in Texas?

- 12. Give the name and residential address(es) of the officer(s), sole proprietor or partners of the business: _____

Owner or Officer

Print Name

Print Title

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**SPECIAL TERMS AND CONDITIONS
SEPTIC TANK PUMPING SERVICES
RFP NO. 18-0625-05**

1. Ordering Method: Contractor agrees that no service(s) shall be made unless they are in receipt of a properly executed Purchase Order issued by LVWD for items to be delivered. LVWD is under no obligation to pay any vendor for delivery of goods or services without receipt of a Purchase Order. **Request for supplies, materials, and/or services will be made through an official Purchase Order on an as needed basis by the District.**
2. **Delivery Receipt and Returns:**
 - a) An official LVWD Purchase Order is required prior to providing service.
 - b) Contractor is expected to reference LVWD Purchase Order on all invoices and will also include the address location of each home where the work was completed.
3. Estimated Quantities are for bid purposes only.
4. Stocking of sufficient materials and/or supplies should be kept in stock to avoid long waiting periods in providing service to designated Owner/Occupant.
5. LVWD is exempt from sales and use tax as a local government entity. Please include other applicable taxes within the bid document. All State and Federally mandated fees will be included as separate items on the invoice.
6. Invoices from the Contractor should be emailed to: PAYABLES@LVWD.ORG. **Invoices will be paid net 30 from the date of invoices or net 15 through an ACH process.**
The Bid price will include all fees and charges related to services herein described.
7. **Opening of Bids:** Bids will be opened at the time and place indicated on the Advertisement and, the identity of the respondent will be revealed.
8. **Basis for Awarding the Bid:** The bid will be awarded to the Contractor who submits the most responsive-responsible bid(s), as measured by the bid specifications, price, and which is the most advantageous and in the best interest of the District. Recommendation for awarding the bid shall include an assessment of at least the following:
 - a. Individual item price
 - b. Delivery dates
 - c. Terms
 - d. Location of vendor
 - e. Quality of the work

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- f. Safety Features
 - g. Past performance of the Contractor
 - h. Good business practices
 - i. Conformance to appropriate local, state, and federal laws
 - j. Value of warranty
9. **Copies Required:** Contractor must submit one (1) original (signed in blue ink) of the bid. Contractor shall submit bid on the forms provided by LVWD.
10. **LVWD Reserves Rights:** LVWD reserves the right to accept or reject any or all bid(s) and to award the bid(s) deemed most advantageous and in the best interest of LVWD. No bid may be withdrawn after the bid opening.

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STANDARD TERMS AND CONDITIONS SEPTIC TANK PUMPING SERVICES RFP NO. 18-0625-05

1. Bid Responses:

a. Bidders are encouraged to submit bids on any or all items or services their firms can provide. All prices are to be your lowest and best net price, F.O.B. Destination, on each item. Unit price for each item offered need to include all applicable discounts. In case of error in extension, unit price will govern.

b. Bids will not be accepted and tabulated unless the **Proposal Acknowledgement Form** of the bid is filled out completely and contains an original signature, in ink, by an authorized representative of the company. Each bid form response shall be typewritten or handwritten in ink. Unsigned bids will be considered a **NO BID**.

2. **Estimated Quantities:** The quantities shown on the bid form are estimated, based on projected use. It is specifically understood and agreed that these quantities are approximate. Any increase in quantities will be paid for at the quoted bid price, unless required by law to be re-bid. It is further understood that the supplier will not have any claim against the District for the purchase of quantities less than the estimated amount.

3. **Product Standards:** When a brand name and identification number are shown on the bid form, they indicate an acceptable standard, the features of which must be considered when bidding equals. This brand name is used only to establish a quality level, and basic features required. Bids on equivalent or better are encouraged, but must be accompanied with appropriate information for evaluation purposes. Failure to include such information will disqualify the bid on that item. If bidding on other than referenced specifications, bid must identify manufacturer, brand, model, etc., of the article being offered. If other than brand(s) specified is offered, complete descriptive information in literature form of each article being bid must be included with bid. Even if bidder takes no exception to specifications of reference data, he will be required to furnish brand names, models, etc., as specified.

4. **Awarding Bids:** The recommendation for awarding bids or proposals shall include an assessment of at least the following:

- a) Individual item price
- b) Total price of all items
- c) Delivery dates
- d) Terms and conditions
- e) Location of vendor
- f) Quality of material
- g) Safety features

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- h) Past performance of products and vendor
- i) Transportation charges
- j) Good business practices
- k) Conformance to appropriate local, state, and federal ordinances, statues and regulations

5. **Right to Re-bid:** The District reserves the right to re-bid any item contained in this bid invitation, when fair market value of the item(s) is reduced by a factor of ten (10) percent.

6. **Price Per Unit:** Unit prices are to be based on the unit of measure requested on the bid form provided such as each, pound, serving, pair, gross, foot, pint, gallon or ounce. Failure to do so will disqualify the bid on that item. **All charges, including delivery charges must be included in the bid price.**

7. **Prices Submitted:** The District reserves the right to award on a basis of a low total, a low bid by item, or in any combination that will best serve the interest of the District. Pricing must include all shipping, handling and related transportation costs.

8. **Deviation:** List any deviations from the specifications on the accompanying deviation form. Bidders must list all deviation for products offered as equals to specific products.

9. **Term of Contract:** Bid prices must prevail for a period of one year from the date of award unless stated otherwise in the Special Term and Conditions and/or Bid Specifications of the attached Bid Invitation.

10. **Extensions:** The District reserves the option to renew this contract for an additional period(s) if service is satisfactory, escalation does not exceed five (5) percent per year, and the renewal is agreed to by both parties. In no event shall the length of the agreement exceed three (3) years.

11. **Purchase Order:** Vendor agrees that no deliveries will be made unless they are in receipt of properly executed Purchase Order issued by Lower Valley Water District for items to be delivered. The District is under no obligation to pay any vendor for delivery of goods or services without receipt of Purchase Order. Request for supplies, material, and/or services will be made through an official Purchase Order as needed by District.

12. **Invoices:** The vendor/contractor should e-mail invoices to PAYABLES@LVWD.ORG. Invoices will be paid net 30 from receipt of invoice by Lower Valley Water District. Vendors are required to submit invoice by e-mail. Invoices should be itemized and reflect Purchase Order Number and Bid Number. Do not include Federal Tax, State Tax, or City Tax. The District will furnish a tax exemption certificate.

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13. **Failure to Honor Bid Prices:** Any vendor failing to honor a bid submitted or delivers items not meeting specifications may be removed from the bid list for a period of two (2) years. Items delivered not as specified on the award will be the responsibility of the vendor to recover and credit to the District at no expense to the District.

14. **Failure to Respond to Bid Invitation:** Failure to participate in two (2) successive bid invitations will constitute grounds to remove a vendor from the bid list.

15. **Bid Withdrawal:** A vendor may withdraw its bid at any time prior to the scheduled time of opening. Any request by a bidder to withdraw a bid must be in person or in writing and submitted to the Purchasing Office prior to scheduled opening time. Subsequent of the bid opening, a bid cannot be withdrawn for a period of sixty (60) days.

16. **Request for Interpretation and Clarification:** If any bidder is in doubt as to the meaning of any part of this bid document he or she may submit a written request for an interpretation at least seven (7) days prior to opening of bids. The person submitting the request will be responsible for its prompt delivery. An interpretation of the proposed documents will be made by addendum when needed in order to uniformly communicate with all vendors. An addendum will e-mailed to each company receiving a set of bid documents. The District will not be responsible for any other explanation or interpretation of the proposed documents.

17. **Contesting Bid Award Recommendations:** Vendors wishing to contest a recommendation for award of bids and/or present additional information relevant to the bid will be required to submit a letter stating the reason(s) for contesting the recommended award of bids and any information relevant to the bid award. The letter is to be submitted to the General Manager no less than forty-eight (48) hours prior to the meeting of the Board of Directors where this particular bid is on the agenda for action.

18. **Penalties for Non-Performance:** If at any time, the contractor/vendor fails to fulfill or abide by the terms, conditions, or specifications of the contract, the District reserves the right to:

- a) Purchase on the open market and charge the contractor the difference between contract and actual purchase price, or
- b) Deduct such charges from existing invoice totals due at the time, or
- c) Cancel the contract within thirty (30) days written notifications of intent.

19. **Conflict of Interest:** No employee of the District shall have a direct financial interest in any contract with the district, nor shall an employee have a direct financial interest in the sale to the District of any land, equipment, supplies and materials, or service. Any violation of this policy will render the contract involved void, unless such contract or sale is approved by the Board after all full disclosure.

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20. **Certification Regarding Debarment:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by LVWD.

21. **Indemnification:** The Bidder shall comply with the requirements of all applicable laws, rules, and regulations and shall exonerate, indemnify and hold harmless the Lower Valley Water District ("District") from any and all Liability or Damages resulting from failure to do so.

In addition, the Bidder agrees to keep, save and hold the District harmless from any and all actions, liabilities, damages, judgments, costs and expenses including reasonable attorney's fees, in case an action is filed or does in any way accrue against the District, its officials, officers, and employees in consequence of the contract for any negligent act or omission of the vendor in the provision of merchandise under the contract, or that may result from the carelessness or lack of skill of the Bidder or the Bidder's agent, contractors, assigns, or employees. In the event a judgment is recovered against the District for any such liability, costs or expense, such judgment shall be conclusive against the vendor.

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

22. **Delivery of Items:** All items are to be delivered to the **Lower Valley Water District's, 1557 FM 1110 Road, Clint, Texas 79836, attention: Purchasing Department**, unless otherwise specified in the purchase order sent to the Seller by the Buyer pursuant to which the goods are delivered.

23. **Warranty:** All equipment items awarded as a result of this bid will be covered by an all parts and labor warranty, including any and all transportation charges, for a period of at least one year.

24. **Statement of Delivery:** A specific statement of delivery after receipt of order (ARO), for each item must be made a part of this bid, and will be a significant determiner in the award for an item where price differences exist.

25. **Tax Exemption:** The Lower Valley Water District is exempt from all local, state and federal taxes. Tax exemption certificates will be provided upon request.

26. **Failure to Meet all Terms and Conditions:** Failure to meet all Standard Terms and Conditions may constitute grounds for invalidating the bid(s).

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27. **Bid Document:** This agreement is composed of the following; Instruction to Bidder, General Conditions, Special Conditions, Standard Terms and Conditions, Bid Form, Reference, Specifications, Deviations and all Addendums and Forms.

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BID ACKNOWLEDGEMENT FORM
SEPTIC TANK PUMPING SERVICES
BID NO. 18-0625-05

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

“The undersigned affirms that he/she is 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 bid.”

COMPANY’S NAME: _____

ADDRESS: _____

PHONE: _____

FAX NUMBER: _____

BIDDER (Signature): _____

BIDDER (Print Name): _____

POSITION with Company: _____

SIGNATURE of Company
Official Authorizing This Bid: _____
Company Office
(Print Name): _____
Official Position: _____

.....
The bidder hereby acknowledges receipt of the following listed addenda and agrees that all addenda issued are made part of the contract documents, and the bidder further agrees that his/her abides/includes all changes resulting from said addenda.

ADDENDUM NO. _____ DATE _____

ADDENDUM NO. _____ DATE _____

ADDENDUM NO. _____ DATE _____

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REFERENCES

The bidder must list four (4) references, listing firm name, address, telephone number, and contact person to whom they have provided similar equipment, material or services for a period of not less than six (6) months.

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER	

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**RFP NO. 18-0625-05
SPECIFICATIONS**

This bid is for **SEPTIC TANK PUMPING SERVICES** to LVWD areas as designated/provided to the Contractor.

All variations/deviations must be clearly described on the Bidder's letterhead, signed, and attached to the Request for Proposal.

QUANTITY	DESCRIPTION	UNIT COST	EXTENDED COST	VARIATION/DEVIATION
50-100 Homes	Septic Tank Pumping/Cleaning Proof of manifest must be included for each home serviced			

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**DEVIATIONS
SEPTIC TANK PUMPING SERVICES
RFP NO. 18-0625-05**

List below any deviations from product specifications, be sure to list deviations for all products offered as equal to the specified product. If there are no deviations, please indicate "None."

LATE BIDS CANNOT BE ACCEPTED!

<p>SEALED BID PROPOSAL RFP NO. 18-0625-05 OPENING DATE: 06/25/2018 OPENING TIME: 4:00 PM DESCRIPTION: SEPTIC TANK PUMPING SERVICES</p>
<p>DATED MATERIAL-DELIVER IMMEDIATELY</p>

Please cut out and affix this bid label (above), to the outermost envelope of your proposal to help ensure proper delivery!

LATE BIDS CANNOT BE ACCEPTED!