

ALDINE INDEPENDENT SCHOOL DISTRICT

14910 Aldine-Westfield Road • Houston, Texas 77032-3099 • (281) 449-1011

RICK CAMPBELL, EXECUTIVE DIRECTOR OF ALDINE ISD MAINTENANCE OPERATIONS

Phone 281-985-6256 Fax 281-449-5467 rcampbell@aldine.k12.tx.us

NOTICE TO BIDDERS – GREASE & WASTE WATER REMOVAL BID # MNT 0708-19

ALDINE ISD (AISD) Maintenance Department is soliciting sealed bids for removal of waste water and grease as specified herein. Prior to the bid opening, bids may be hand delivered to the maintenance office building of AISD, 14910 Aldine Westfield Road, Houston, Texas 77032 during the hours of 8 am to 4:30pm – Monday thru Friday or mailed to this address. Bids received on the fax machine will not be accepted since the fax does not allow for a sealed bid. Sealed bids will be opened and participating vendor's names will be called out loud. If this bid is awarded, recaps will be available the day after the school board makes the award. Aldine district reserves the right to accept or reject any and/or all bids, to split the bids in any way advantageous to the district and to waive any informalities.

Bids will be received at the office of the Executive Director of Maintenance, 14910 Aldine Westfield Road, Houston, TX 77032-3011, or you may mail it to the above address. They are acceptable until: <u>APRIL 21, 2008 at 10:00 AM.</u> Any bid received later than the specified time, whether delivered in person or mailed, shall be disqualified.

PLACE BID IN AN ENVELOPE AND PLAINLY MARK:

SEALED BID FOR: GREASE & WASTER WATER REMOVAL BID SPECS

BID # MNT 0708-19

ATTN: MAINTENANCE DEPARTMENT

DO NOT OPEN UNTIL: <u>APRIL 21, 2008</u> @ 10:00 AM

All questions and answers pertaining to the RFP should be addressed in writing via email to Rick Campbell, <u>rcampbell@aldine.k12.tx.us</u> and copy <u>mschroeder@aldine.k12.tx.us</u>, or fax (281) 449-5467.

Note: Bidders should periodically check Aldine's website <u>www.aldine.k12.tx.us</u> for any addendum pertaining to this bid that may occur during the bidding process time. (Look under "district menu bar", click "vendor bids"). Either the district or the bidder may elect to cancel the contract for any reason with a thirty (30) day written notice.

Note: Aldine ISD operations departments retain the right to let bids for specific building, construction, and maintenance projects. In addition, Aldine retains the right to utilize cooperative purchasing contracts if deemed a good value for the district.

Aldine District reserves the right to accept or reject any and/or all bids, to split the bids in any way advantageous to the district and to waive any informalities.

There are 18 pages to this bid.

Rick Campbell Executive Director of Maintenance

SCOPE OF BID

It is the intention of Aldine Independent School District (AISD) to establish a contract with a commercial, qualified supplier for removal of wastewater and grease who can meet our specifications, terms, and conditions as specified herein.

The approximate gallons of grease and waste water to be removed for 2008-2009 is 220,000 gallons. This number will increase as other sites are added to the system.

Estimated annual expenditure for 2006-2007 was approximately \$36,616.60. This estimate, however, should not be construed to be a guarantee of either a minimum or maximum dollar amount. Also, AISD cannot guarantee how many times the bid may be utilized during the contract period.

It is expected that Aldine will pump out every unit at least twice a year, once in a two week period during the Christmas holidays and once during a two week period in the first two weeks of June. The district may elect to pump and clean traps or lift stations as needed. The district operates approximately 69 grease traps and 22 lift stations. As additional sites are completed, the number of grease traps and lift stations will increase.

If awarded, the contract shall exist **MAY 21, 2008 thru APRIL 30, 2009**, with an option to renew for two additional years if agreed to in writing by both the awarded supplier and Aldine ISD personnel.

NOTICE	OF NO	BID	for NO.	MNT	0708-19
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PLEASE COM	PLETE THIS FORM AND R	ETURN IT PRIOR TO BID OPENING DATE. (CHECK ONE AND COMPLETE):
	_1. OUR COMPANY CAN	NOT PROVIDE THE PRODUCTS, SUPPLIES, AND/OR SERVICES DESCRIBED.
	2. WE HAVE DECIDED N	NOT TO SUBMIT A BID AT THIS TIME FOR THE FOLLOWING REASON(S)
	3. REMOVE OUR NAMI	E FROM ALL ALDINE I.S.D. MAINTENANCE DEPARTMENT BIDDER LISTS
	· · · · · ·	
		FAX NUMBER:
BID CATEGOR	RY: REMOVAL OF	WASTE WATER AND GREASE BID # MNT 0708-19
MAIL TO:	ALDINE I.S.D.	
	MAINTENANCE DEPAR	TMENT
	VENDOR LIST	
	14910 ALDINE-WESTFIE	ELD ROAD
	HOUSTON, TEXAS	77032
SIGNATURE:		
TITLE:		DATE:
THANK YOU I	FOR YOUR ASSISTANCE.	

VENDORS WHO RESPOND TO THIS BID WITH A FORMAL BID WILL REMAIN ON OUR MAILING LIST. <u>VENDORS</u> <u>MAKING NO RESPONSE AT ALL WILL BE REMOVED FROM OUR BIDDER'S LIST.</u>

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		Aldine Indep	endent Schoo State Reco	l District gnized	Producing the Nation's Best
ГО: FROM:	Rick Campbell, Executive Direct	or of Maintenance	- FAX:	(281) 449-54	
DATE:	Maintenance Department		_ PHONE:	(281) 985-62	255
	CONTRACTO	RS' INSURANCE RE	QUIREMENTS		
1.	Commercial General Liability: Minimum Limits: Bodily Injury & Property Dam Including Contractual & Indep Contractor Liability	0 1	sonal & advertis aggregate limit	d operations	aggregate limi
	Comprehensive Automobile Liab		-		
2.	Minimum Limits:	\$1,000,000 combin			
	-		ed single limit nits per employee		
3.`	Minimum Limits: Worker's Compensation	\$1,000,000 combin Texas Statutory Lir \$500,000 accident p	ed single limit nits per employee er employee urrence limit		

C:\Documents and Settings\Administrator\My Documents\departments\purchasing\rfps\0708\0308\Grease and Waste H2O Removal Bid Specs 2.doc Page 4 of 4 **7. Aldine ISD named as Additional Insured** on the Property, General Liability, Automobile Liability and Umbrella (Excess) Liability policies.

8. "Waiver of Subrogation" clause in favor of Aldine I.S.D. will be attached to the Workers Compensation and General Liability insurance policies.

9. Certificates of Insurance on the current ACORD form shall be issued to the Aldine I.S.D. showing all required insurance coverages and endorsements and identifying the Certificate Holder as:

(Aldine I.S.D.'s name as shown in the contract)
(c/o Responsible Party)
(Contract or RFP)
(Address)
(Address)

10. Non-renewal, cancellation or material change of policies notice: <u>30 days</u> prior to the effective date of the non-renewal, cancellation or change.

<u>11. Bonds:</u>

Payment Bond: Any construction or construction related project over \$25,000 must have a payment bond in the amount of 100% of the total amount proposed guaranteeing the full and proper protection of all claimants supplying labor and material in the prosecution of service provided for under the contract and for the use of each such claimant.

Performance Bond: Any construction or construction related project over \$100,000 must have a performance bond in the amount of 100% of the total amount proposed, guaranteeing the full and faithful execution of the services and performance of the contract/proposal.

Bonds shall be issued by a company authorized to do business in the State of Texas with an AM Best Company Rating of at least A VIII

For Aldine ISD office use only:

Certificate of Insurance Approval Work May Commence

Date

_____ No deficiencies found.

_____ All deficiencies corrected.

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1.0.0 GENERAL TERMS AND CONDITIONS

- 1.1.0 **APPLICABILITY –** These conditions are applicable and form a part of the contract documents in each equipment and/or service contract and a part of the terms of each purchase order for items of equipment and/or service included in the specifications and bid forms issued herewith.
- 1.2.0 **SPECIFICATIONS** may be those developed by the <u>requestor</u> or by the <u>manufacturer</u> to represent items of regularly manufactured products.
- 1.3.0 **QUESTIONS** concerning this bid shall be addressed to the Maintenance Director, AISD.

1.4.0 BIDS SHALL BE SUBMITTED ON THESE FORMS.

Bids <u>must</u> be submitted on the AISD bid form in the space provided for pricing. If bidder does not fill in the blank with the bid price, it will be considered a no bid. Do not attach price sheets, price lists, or similar documentation for AISD to compute bid price. Bid price and any alternate bid price <u>must</u> appear on the <u>AISD bid form</u>. Deviations to any conditions and/or specifications shall be conspicuously noted in writing by the bidder and shall be included with the bid in the form of manufacturing product, specifications, and/or brochures.

- 1.5.0 **ONLY SEALED BIDS ARE ACCEPTABLE**. **FAXED BIDS** will not be accepted by AISD Since the fax process does not provide for the delivery of a sealed bid.
- 1.10.0 **THOSE WHO DO NOT BID** are requested to notify AISD Maintenance Department in the **"NO BID FORMAT", page three (3).** Failure to do so **may** result in their being deleted from our prospective BID MAIL-OUT LIST.
- 1.11.0 **EVALUATION OF BIDS** takes into account the following considerations: vendor experience, price, quality of products, suitability for the intended use, probability of continuous availability, vendor's service and reputation, safety record, and date of proposed job completion. It is not the policy of AISD to purchase on the basis of low bids alone.

1.12.0 **DISCLOSURES**

- 1.12.1 **BY SIGNING THIS BID**, a bidder affirms that he/she has not given, offered to give, not intends to give at any time hereafter any economic opportunity, future employment, gift loan, gratuity, special discount, favor or service to a public servant in connection with the bid submitted. Bidder shall disclose whether any of the school district's board members or administrative executives has any business or familiar relationships with bidder or bidder's principal offices or employees.
- 1.12.2 **BIDDER SHALL NOTE** any and all relationships that might be a conflict of interest and include such information with the bid.....fill out and return with your bid.
- 1.12.3 **BY SIGNING THIS BID**, a bidder affirms that, to the best of his/her knowledge, the bid has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would anyway limit competition or give them an unfair advantage over other bidders in the award of this bid.
- 1.13.1 **FUNDING OUT CLAUSE** Any/all contracts exceeding one (1) year will require a standard "funding out" clause. "A contract for the acquisition, including lease, of real or personal property is a commitment of the district's current revenue only, provided the contract contains either or both of the following provisions:
 - 1. Retains to the district the continuing right to terminate the contract at the expiration of each budget period during the term of the contract.

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- 2. Is conditioned on a best efforts attempt by the district to obtain and appropriate funds for payment of the contract."
- 1.14.0 ALL CONTRACTS AND AGREEMENTS between merchants and Aldine Independent School District shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended in 1995 by the American Law Institute in the National Conference of Commissioners on Uniform State Laws. Reference: Uniform Commercial Code, Fourteenth Edition, 1995 Official Text.
- 1.15.0 **CONTRACTS FOR PURCHASE** will be put into effect by means of a purchase order(s) upon authorized request executed by the Maintenance Director after bids have been awarded.
 - 1.15.1 Any additional agreements/contracts to be signed by AISD shall be included with the bid.
 - 1.15.2 Prices for all goods and/or services shall be negotiated to a firm amount for the duration of this contract or as agreed to in terms of time frame.
 - 1.15.3 Tax Exemption: AISD is exempt from payment of taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for the purpose of tangible personal property.
- 1.16.0 **ASSIGNMENTS AND SUBCONTRACTING:** No part of this order may be assigned, or sub-contracted without the prior written approval of AISD. Payment can only be made to the supplier named in the order.
- 1.17.0 **TERMINATION OF CONTRACT** It is understood that the district retains the option to terminate this agreement for any reason at the end of each contract year without pecuniary risk or penalty or at any point during the contract term with evidence of just cause. The district agrees that it will provide written notice of termination no later than thirty (30) days prior to the end of the contract year or for just cause. The termination will become effective and this agreement shall terminate (30) thirty-days following written notification of intent.
- 1.18.0 **CONFIDENTIAL INFORMATION OR TRADE SECRETS Government code Article 252.049**. If any of the information is considered to be confidential or a trade secret belonging to the bidder and, if released would give advantage to a competitor or bidder, that information should be filed with the bid in a separate envelope marked <u>"CONFIDENTIAL – DO NOT DUPLICATE WITHOUT PERMISSION"</u>.
- 1.19.0 **VENDOR NON-PERFORMANCE:** If at any time the vendor fails to fulfill or abide by the terms and conditions or specifications of the contract, AISD reserves the right to:
 - 1) purchase on the open market and charge the vendor the difference between contract price and actual purchase price, or
 - 2) deduct such charges from existing invoice totals currently due, or
 - 3) cancel within thirty (30) days written notification of intent and remove the vendor from the active bid file for a period of time not less than one (1) year.
 - 4) re-bid the service/product
 - 5) award to next lower responsible bidder, if accepted by same
- 1.20.0 **OTHER REQUIREMENTS**: Any problems or discrepancies that are not covered by the above requirements should be directed to the Maintenance department for a determination or clarification prior to any action taken on said problem or discrepancy. If the contractor fails to make such request, no excuse will thereafter be entertained for failure to carry out the work in a satisfactory manner. Documents or other commitments made by unauthorized personnel are not legal and binding upon AISD and may result in a personal obligation for the individual making the procurement or commitment.
- 1.21.0 **SIMILAR CONTRACTS -** This bid will not supersede any other contracts AISD either currently is using or may bid in the future for specific and like kind items.

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- 1.22.0 **GUARANTEES:** Guarantees, warranty, and replacement information must be submitted with your bid. Bidders shall include a copy of the manufacturer's standard warranty with submitted bid.
- 1.23.0 **VENUE -** This contract shall be enforceable in Harris County, Texas, and if legal action is necessary, by either party with respect to the enforcement of any and all of its terms and conditions, exclusive venue for any legal action shall lie in Harris County, Texas.

2.0.0 SPECIAL TERMS, CONDITIONS & SPECIFICATIONS

- 2.1.0 The estimated annual expenditure for the 2006-2007 school year was \$ 36,616.60. This estimate, however, should not be construed to be a minimum or maximum dollar amount spend for the new school year 2008-09. AISD cannot guarantee the dollar amount or how many times this bid may be utilized during the contract.
- 2.2.0 Aldine will pump out every unit at least twice a year, once in a two week period during the Christmas holidays and once during a two week period in the first two weeks of June.
 - 2.2.1 The district may elect to pump and clean traps or lift stations as needed.
 - 2.2.2 Aldine will require "on demand" pumping of individual units as needed.

2.3.0 The successful bidder must:

- 2.3.1. Provide manifests of removal per unit.
- 2.3.2 Pump all waste water and grease from grease traps.
- 2.3.3 Clean walls of grease traps and inlet and outlet lines up to 100' of all debris and solid matter using a hydro-jet machine.
- 2.3.4 Provide all applicable equipment and personnel to clean and remove grease and waste water from grease traps and lift stations using a minimum of 3" suction hose.
- 2.3.5 Assure removal will be in accordance to all law, rules and regulations of State of Texas, Texas Water Commission and the Environmental Protection Agency.
- 2.3.6 Work in cooperation with the district. Aldine will provide a man to locate, inspect sites and sign manifests. Typical work hours are between 7:30 A.M. and 4:00 P.M.
- 2.3.7 Understand that semi-annual pumping is to be completed within ten working days and the successful bidder must provide a minimum of two men (for cleaning purposes).
- 2.3.8 Agree that demand pumping is to be started within four (4) hours of notification of need.
- 2.3.9 Approximate total gallons of grease and waste water to be removed is 220,000 gallons. This number will increase as other sites are added to the system.
- 2.3.10 A single invoice for each pumping/cleaning cycle will provide a line item for each grease trap or lift station pumped and will include the number of

C:\Documents and Settings\Administrator\My Documents\departments\purchasing\rfps\0708\0308\Grease and Waste H2O Removal Bid Specs 2.doc gallons pumped from each trap or lift station.

AISD WASTE WATER & GREASE BID FORMAT MNT 0708-19

<u>NOTE</u>: Aldine's operation departments retain the right to let bids for specific building and maintenance projects. In addition, Aldine ISD retains the right to utilize cooperative purchasing contracts.

The district will not guarantee a minimum yearly total for this contract. The winning bidder will become the primary supplier for this service. In certain instances, it may be necessary to purchase from another vendor. Those exceptions include but are not limited to:

1. Need of service is acute and delay in obtaining it would adversely affect operation.

2. Vendor cannot supply the service and/or cannot render the service in a timely manner.

Either the district or the bidder may elect to cancel the contract for any reason with a thirty (30) day written notice. Do not leave any items blank. Failure to completely fill out the bid documents will be cause to reject your bid.

BID PRICE PER GALLON \$_____

PLEASE LIST THREE (3) REFERENCES WITH ADDRESSES AND TELEPHONE NUMBERS.

1		
2.		
3.		
VENDOR/SUPP	PLIER:	
SIGNATURE:		
TITLE:		
ADDRESS-CIT	Y ST ZIP:	
	FAX	
DATE SIGNED		

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If the bid is awarded, it will be for the period May 21, 2008 through April 30, 2009, with an option to renew for two (2) additional twelve (12) month periods.

USE OF ASBESTOS CONTAINING MATERIAL

IN ACCORDANCE WITH THE ENVIRONMENTAL PROTECTION AGENCY 40 CFT PART 763 RELATING TO ASBESTOS CONTAINING MATERIALS IN SCHOOLS; THE STATEMENT BELOW NEEDS TO BE SIGNED AND RETURNED AS SOON AS POSSIBLE. THANK YOU FOR YOUR COOPERATION.

(REPRESENTATIVE) OF _____

(COMPANY NAME)

WILL NOT USE ANY ASBESTOS CONTAINING MATERIALS ON THE WASTE WATER & GREASE REMOVAL ANNUAL CONTRACT.

(SIGNATURE)

(DATE)

CONFLICT OF INTEREST QUESTIONAIRE For vendor or other person doing business with local government entity	FORM CIQ
This questionnaire is being filed in accordance with Chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government not later than the seventh (7) business day after the date the person becomes aware of facts that require the statement to be filed. <i>See</i> Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICE USE ONLY Date Received:
 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 September 1 of the year for which an activity described in Section 176.006(a), Local Governmen Not later than the seventh (7) business day after the date the originally filed questionnaire becomes a section of the section of the section of the govern to a local government officer of the local governmental entity with respect to expenditure of methods. 	nt Code, is pending and mes incomplete or inaccurate.) mental recommendations

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4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local governmental entity that is the subject of this questionnaire.
5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to
A, B, or C is YES.)
This section, Item five (5) including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.
A. Is the local government officer named in/this section receiving or likely to receive taxable income from the filer of the questionnaire?
YES NO
B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer Named in this section AND the taxable income is not from the local governmental entity?
YES NO
C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
YES NO
D. Describe each affiliation or business relationship

Г

6. Describe any other affiliation or business relationship that might cause a conflict of interest.			
7.			
Signature of person doing business with the governmental entity			
	Date		
Printed name of the person doing business with the governmental entity			



To better serve the stakeholders of the Aldine community, the Maintenance Department is asking you to take a moment to complete a series of questions. Please attach the completed survey to the bid you will be submitting.

Thank you in advance for taking the time to accurately complete and return the survey along with your bid.

How did you find out about the bid? b. word of mouth c. website a. newspaper d other Are you or your company on the Aldine Independent School District bid list? b. no c. don't know a. yes Do you or your company wish to be put on the district's bid list? If so, please fax your information to the Maintenance Department at 281-449-5467. a. yes b. no c. don't know Did you have questions about the bid? b. no a. yes If you had questions about the bid document, were they resolved? a. yes b. no How was the resolution reached? d. fax a. e-mail b. phone c. personal contact Was the bid specific? b. no c. some what d. not at all a. yes Was the bid easy to understand? C:\Documents and Settings\Administrator\My Documents\departments\purchasing\rfps\0708\0308\Grease and Waste H2O Removal Bid Specs 2.doc

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a. yes	b. no	c. some what	d. not at all	
Was the bic a. yes	d written in a fai b. no	r and equitable manner? c. some what	d. not at all	
Were you or your company contacted prior to the bid opening?				
a. yes	b. no	c. don't know		
Was there time to respond to the bid once you found out about it?				
a. yes	b. no	c. some what	d. not at all	



Aldine Independent School District State Recognized

What suggestions do you have for improving the bid process?

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ALDINE INDEPENDENT SCHOOL DISTRICT PURCHASING DEPARTMENT

11.0.0 SUPPLIER CODE OF ETHICS

Purchasing activities within Aldine I.S.D. support the district's vision to "produce the nation's best!" Procurement activities may be conducted by Aldine's purchasing department and by some of its auxiliary departments. Aldine's purchasing activities support student achievement and district operations while striving to provide timely products and services in a competitive and efficient manner.

Preference may sometimes be given to purchasing cooperatives, state contracts, or inter-local agreements where products and services can be purchased via pre-established competitive contracts or via competitive quotes received from various co-operative entities.

Through its purchasing department, Aldine I.S.D. is committed to a procurement process that fosters fair and open competition, conducts business under the highest ethical standards and enjoys the confidence of the public. Purchasing professionals, as well as supplier stakeholders, must have a highly developed sense of professional ethics to protect their own and their organization's business activities and reputation. In order to strengthen ethical awareness and provide guidelines to its suppliers, Aldine's purchasing department promotes the following supplier code of ethics:

Competitive Nature

Quotations, bids, or proposals provided will be competitive, consistent and appropriate to the specifications or user requests.

Suppliers will not discuss, consult, collude with, or disclose its terms with other suppliers intending to compete on the same contracts or similar Aldine I.S.D. contracts for the purpose of limiting competition.

A supplier will not make any attempt to induce any individual or entity to submit or not to submit a competitive quote, bid, or proposal.

A supplier will completely perform any contract at the contract quoted price according to the terms set forth in the quotation or contract.

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Supplier Performance

Aldine suppliers are expected to provide the highest level of ethics and service in all business facets which include categories such as products and services, delivery,

administration, and customer service. Based on annual spend levels, suppliers may be formally evaluated.

Supplier records must properly, accurately and fairly record all financial transactions with Aldine I.S.D. in the supplier's finance system or the supplier's appropriate ledgers.

A supplier will submit timely, accurate and appropriate invoices for goods and/or services performed under the contract.

A supplier shall not engage in unscrupulous practices and misrepresentations; recognizing that mutually profitable business relations are based upon honesty and fair dealings.

Supplier and representatives shall be courteous, considerate, prompt, and businesslike with those whom they deal including employers, employees, suppliers, and the general public.

A supplier shall make every reasonable effort to negotiate an equitable and mutually agreeable settlement of any problems with Aldine I.S.D.

Gifts To Public Servants

Suppliers are strongly urged to exercise great caution before offering any gift to Aldine employees regardless of the gift's monetary value, particularly when a decision or act which may affect that supplier stakeholder has been made or will be made in close proximity to the time of the gift.



Aldine Independent School District State Recognized



11.0.0 ACKNOWLEDGEMENT OF SUPPLIER CODE OF ETHICS FOR ALDINE INDEPENDENT SCHOOL DISTRICT

Please complete and submit back with your proposal. Having carefully examined the Supplier Code of Ethics, the undersigned agrees to the guidelines stated.

SUPPLIER NAME	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE NUMBER	FAX NO
E-MAIL ADDRESS	
AUTHORIZED SIGNATURE	
TYPED/PRINTED NAME	
POSITION WITH COMPANY	_

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