



Please review all specifications and requirements carefully.

Addendum Description

Addendum #2 to address questions received and to provide a sample Affidavit of All Bills Paid.

Notice Modifications

Notice Information	From Value	To Value
No entries		

Category Modifications

Added Categories
No Categories Added

Removed Categories
No Categories Removed

Added Documents[A]

Document	Size	Uploaded Date	Language
Q&A Document 1.pdf [pdf]	13 Kb	07/16/2026 07:27 AM CDT	English
Affidavit of All Bills Paid.pdf [pdf]	129 Kb	07/16/2026 07:31 AM CDT	English

Questions & Answers - 1

Solicitation OWT-063026-51 - RFP for On-Call Services for the Disposal of Wastewater Treatment Residuals...

Buying Organization Port of Brownsville

No	Question/Answer	Question Date
Q1	Question: Insurance Requirements I plan to subcontract the entire project to qualified subcontractors who already carry the required commercial general liability insurance and workers' compensation coverage. As the prime contractor, VENDOR NAME will be submitting the proposal and providing the required performance bond. Given that the subcontractors will have the required insurance in place, is VENDOR NAME also required to carry commercial general liability insurance and workers' compensation coverage for this project? Answer: Both prime contractor and subcontractors will need to carry general liability insurance and name The Port of Brownsville as "additionally insured". Subcontractor will need to carry all standard insurances included in the RFP specifications and name both the Port and the Prime contractor as "additionally insured".	07/01/2026
Q2	Question: Performance Bond Requirements Since this is a solutions-based solicitation, will a separate performance bond be required each time the Port issues a purchase order for services? For example, if the Port issues a purchase order on June 29, 2026, for the removal of 50,000 gallons of oily sludge, we would obtain a performance bond for that project. Once the project is completed and the bond is released, if the Port later issues another purchase order on October 1, 2026, for the removal of 70,000 gallons, would we then be required to obtain a new performance bond for that separate project? Answer: Yes, if any portion of the job is to be subcontracted, the prime vendor will be required to carry a payment bond. Once a quote is accepted and a PO is issued, the bond must be provided within 48 hours.	07/01/2026
Q3	Question: Sample Pricing The RFP requests sample pricing for the removal of 100,000 gallons of oily sludge. Could you please clarify what is meant by "sample pricing"? For example, if the sample pricing is based on a straightforward project involving the removal of 70,000 gallons from a digester with no significant obstacles, we may quote a unit price for example of \$0.10 per gallon. However, if the Port later requests the removal of 50,000 gallons under significantly different conditions—such as requiring bypass pumping, flow control, confined access, or other unforeseen obstacles—the scope of work would be substantially different and the original unit price would no longer be applicable. In those situations, would contractors be permitted to submit a project-specific price based on the actual scope and conditions of the work, or would the original sample pricing be binding throughout the contract term? Answer: The requested sample pricing is only intended to be used as a baseline so that we can make a direct comparison between all submitting vendors. Contractors would be expected to submit a quote for each request.	07/01/2026

No	Question/Answer	Question Date
Q4	Question: Project Pricing May we separate our pricing by showing the transportation and disposal cost on a per-gallon basis and list laboratory analysis costs as a separate line item? Answer: Please submit your pricing in the manner you intend to provide quotes if awarded.	07/01/2026
Q5	Question: Pricing Options May we provide different pricing for each wastewater treatment plant based on site accessibility and operating conditions? Answer: Yes, please refer to the response to question #4.	07/01/2026
Q6	Question: References Since VENDOR will be subcontracting the work, should we provide project references and qualifications from our subcontractors? Would you also like ST Sanitation to provide its own government entity references? Answer: Yes, please provide references for both the primary and subcontractor.	07/01/2026
Q7	Question: Bonding Requirements Since there is no specific project currently identified, how long would the Port hold the required payment bond? Because there is a cost associated with obtaining a bond, we would like to better understand this requirement. Answer: Upon completion of the project, an Affidavit of Bills Paid (sample attached) must be submitted to the Port. Once the affidavit is filed, the bond may be released.	07/01/2026
Q8	Question: Insurance Requirements Since all field work will be performed by subcontractors, is PRIMARY VENDOR required to carry Workers' Compensation insurance if we will not have any employees performing work on the project? Is Commercial General Liability insurance still required for PRIMARY VENDOR in addition to the insurance maintained by our subcontractors? Answer: Both entities would need to carry coverage for the protection of all involved.	07/01/2026
Q9	Question: Pricing Options Could you please provide examples of "catalog pricing" and "sample pricing" as referenced in the solicitation? Answer: Please refer to Specifications - General Information - Catalogs for a complete description of catalog pricing. Sample pricing is a request for a quote in your preferred format for 100,000 gallons of sludge in normal conditions. Meaning: Removal of "normal" non-contaminated sludge from a facility, which does not contain any major obstacles and in which the disposal does not require special permits.	07/01/2026
Q10	Question: Site Visit Would it be possible to arrange a site visit to all three wastewater treatment plants? Answer: Site visit information was addressed in Addendum 1.	07/01/2026
Q11	Question: Clarification Should all questions and responses in the proposal be completed under the "Residual Hauling Services" section? Answer: Yes, all questions under the Residual Hauling Services should be addressed.	07/01/2026

No	Question/Answer	Question Date
Q12	Question: Clarification Should VENDOR provide its own project experience and qualifications in addition to those of our subcontractors? Answer: Yes, please provide project experience for all those who will be involved with the project.	07/01/2026
Q13	Question: Bonding Requirements Since there are currently no identified projects or contract values, how should bidders satisfy the payment bond requirement, considering payment bonds are typically issued based on a specific contract amount? Answer: Payment bonds will be required on a project-specific basis. No bond is to be submitted with the RFP response, only a letter stating your bonding capacity.	07/01/2026
Q14	Question: Clarification Approximately two weeks ago, I observed what appeared to be roughly 100,000 gallons of sludge in one of the Port's digesters. Has that project since been completed? Answer: Sludge is still present at Fishing Harbor digester, approximately 90,000 gallons	07/01/2026
Q15	Question: Clarification Is REQUESTING VENDOR eligible to request consideration under the Port's local preference policy? Answer: The local preference option applies only to bids in which price is the determining factor.	07/01/2026
Q16	Question: Clarification If available, could you provide the current estimated volume of sludge at each facility and indicate when sludge was last removed? •Fishing Harbor Digester •Northside Digester •Turning Basin Digester Answer: FH digester - 2,000 gallons removed monthly Northside digester- 5,000 gallons removed weekly during normal production (currently facility is operating with no production) TB - 5,000 gallons removed yearly	07/01/2026
Q17	Question: Additional Information Would it be possible to include the ballast pits during the site visit? While we would not anticipate using them under normal operations, it would be helpful to understand their availability as a contingency option during major emergencies or natural disasters. Answer: Ballast pit requires state regulator (TCEQ) approval prior to use	07/01/2026
Q18	Question: Additional Information Based on the Port's historical laboratory testing, have any sludge or residual materials from the wastewater treatment plants been classified as anything other than Texas Class 1 nonhazardous industrial waste? If so, could you please identify the classifications that have been encountered? Answer: Sludge from FH and Northside will be considered hazardous waste due to oily composition, TB sludge will be considered domestic	07/01/2026

No	Question/Answer	Question Date
Q19	Question: Additional Information Could you provide examples of emergency situations the Port's Maintenance Department has encountered involving oily sludge management at any of the wastewater treatment plants? This information would help us better understand the types of emergency response services the successful vendor may be expected to provide. Answer: Emergency situation applies only to FH digester as excessive rain causes plant capacity to be exceeded	07/01/2026
Q20	Question: Clarification Could you describe the Port's ideal operational approach for integrating the successful vendor into its ongoing oily sludge maintenance program? Specifically, what level of communication, scheduling, response time, and preventive maintenance would the Port consider to be a successful long-term partnership that meets or exceeds its expectations? Answer: Ideal operation would be weekly removal from Northside plant, and the TB and FH plants on an as-needed basis	07/01/2026
Q21	Question: Additional Information Do you have any laboratory analysis or test results for the skimmed oil/water mixture? Answer: No laboratory results, requestor can collect sample	07/10/2026
Q22	Question: Clarification May vendors include the rental of frac tanks in their bid to help manage temporary waste surges until vacuum trucks are available for loading? Answer: Frac tank rentals can be included in their proposal	07/10/2026
Q23	Question: Clarification During the site visit at the Northside Digester (Karpowership), it was mentioned that when Karpowership is in production, the Port will require at least 5,000 gallons of sludge to be removed weekly. Could you please clarify what is meant by "in production"? Does this refer to 24-hour operations or another level of plant activity? Answer: Currently, Karpower is operating with a skeleton crew. Once workers are hired and begin operations, sludge production will commence	07/10/2026
Q24	Question: Clarification Since the Port's maintenance department typically leaves at 5:00 p.m., do emergency situations related to oily sludge occur after normal business hours during production? Answer: Emergency situations can occur after business hours	07/10/2026

No	Question/Answer	Question Date
Q25	Question: Clarification Could you provide examples of emergency situations that have occurred at each of the three plants in regards to oily sludge? Please include: - o The approximate time the emergency occurred. - o The root cause of the emergency. - o How the situation was resolved. Answer: Oily sludge emergency situations at Northside and Fishing Harbor a. Approximate time 5:00 PM - 8:00 AM b. Cause is heavy rain event c. Resolved by diverting overflow back into plant gradually	07/10/2026
Q26	Question: Clarification Will the Port provide a pump and hose for transferring waste from the frac tank, or should vendors include this equipment in their pricing? Answer: Vendor will provide pumps and hoses	07/10/2026
Q27	Question: Clarification Have there been instances of significant waste surges during Karpowership's production? If so, do these typically occur after normal business hours or at specific times of the day? Answer: There have been instances of waste surges that typically occur randomly after business hours	07/10/2026
Q28	Question: Additional Information How many bidders have acknowledged and signed Addendum No. 1? Answer: Acknowledgements are not due until the response deadline.	07/10/2026
Q29	Question: Clarification Based on the waste flow experienced at the three plants, would it be feasible to establish a preventative maintenance schedule for removing oily sludge rather than responding to emergencies? If not, please explain why. Answer: Preventive maintenance schedule for oily sludge removal would be preferred	07/10/2026
Q30	Question: Clarification Please describe an actual emergency scenario in which a delay in removing oily sludge caused an operational problem at one of the plants. What were the consequences, and how was the issue resolved? Answer: Overflow of oily sludge to other sections of the treatment process occurred resulting in release of oil sheen to receiving stream resulting in filing reports with regulatory agencies	07/10/2026
Q31	Question: Clarification During production, does Karpowership operate on weekends? Answer: Karpower operates 24/7	07/10/2026

No	Question/Answer	Question Date
Q32	Question: Clarification Would the Port consider this contract to be primarily a preventative maintenance contract, an emergency response contract, or a combination of both? Answer: A combination of both	07/10/2026
Q33	Question: Additional Information Can you provide an estimate of the amount of oily sludge expected to be removed annually? Answer: 260,000 gallons annually	07/10/2026
Q34	Question: Clarification Would the Port consider implementing a scheduled annual maintenance program for the removal of oily sludge from all three wastewater treatment plants? Answer: Annual maintenance would be considered	07/10/2026
Q35	Question: Clarification If VENDOR is awarded the contract, are we required to provide the bonds and insurance certificates if there is no project at this time? Answer: Bonds will be required on a project basis; insurance is required for the life of the contract.	07/10/2026

Affidavit of All Bills Paid

Project Description

STATE OF TEXAS §
COUNTY OF CAMERON §

BEFORE ME, the undersigned authority, on this day personally appeared **[Name & Title of Company Officer]** of **[Name of Company]**, and upon oath, after first being duly sworn, deposed and stated:

“My name is **[Name & Title of Company Officer]** of **[Name of Company]**, hereinafter referred to in this affidavit as “Contractor”. Contractor’s business address is [Contractor’s Business Address]. The facts set forth herein are within my personal knowledge and are true and correct, and I am competent and authorized to make this affidavit on behalf of Contractor.

Pursuant to and in accordance with a written contract between Contractor and Brownsville Navigation District of Cameron County, Texas, hereinafter referred to in this affidavit as “Owner”, Contractor completed work on or relating to the project known as the **Project Description**, hereinafter referred to as the “Project”, located at the Port of Brownsville, Cameron County, Texas. All work provided for under said written construction contract, together with all changes and supplements thereto, has been fully completed in a good and workmanlike manner, free of defects, and in accordance with the terms and provisions thereof.

Contractor has paid each of its subcontractors, laborers, vendors, lessors of equipment, suppliers, and materialmen in full for all labor and materials provided to Contractor for or in connection with the construction, renovation, or repair of improvements on or relating to the Project. Contractor is not aware of any unpaid bills, payrolls, material bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or materialmen for or in connection with the furnishing of labor or materials, or both, for construction, renovation, or repair of improvements in connection with the Project.

In consideration of the funds paid to Contractor by Owner in reliance on this affidavit, Contractor waives and releases all of Contractor’s contractual, statutory, and constitutional mechanic’s lien rights connected with the Project, conditioned on the actual payment or collection if payment is made by check or draft. There are no outstanding claims or liens against the Project or any bonds issued in connection therewith.

Contractor further understands that this affidavit is being given pursuant to and in accordance with Section 53.085 of the Texas Property Code and that the intentional, knowing, or

Project Description

reckless making of a false or misleading statement in this Affidavit constitutes an offense under said Section and is a misdemeanor. A person adjudged guilty of an offense under said Section shall be punished by a fine not to exceed \$4,000 or confinement in jail for a term not to exceed one year or both a fine or confinement. A person may not receive community supervision for the offense. The undersigned further understands that a person signing an affidavit under Section 53.085 of the Texas Property Code may be personally liable for any loss or damage resulting from any false or incorrect information in the affidavit.

Contractor hereby indemnifies and holds harmless Owner from any and all claims, demands or causes of action, and any costs, expenses, and attorney's fees incurred in connection therewith, arising from or connected with, the statements and representations contained herein."

EXECUTED this _____ day of _____, 20__.

NAME OF CONTRACTOR

By: _____
[Name of Company Officer]

Title: _____

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personal appeared [Name of Company Officer], who first being duly sworn by me, acknowledged that he/she has the authority to make this Affidavit of All Bills Paid, and further acknowledged to me that he/she executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 20__.

Notary Public in and for the State of Texas