



**CITY OF HARLINGEN WATER WORKS SYSTEM
REQUEST FOR PROPOSALS (RFP) FOR**

**#16462 - 300HP GEARLESS TURBO BLOWERS
WITH INTEGRATED VFD AND CONTROL PANEL**

RFP Opening Date: WEDNESDAY, SEPTEMBER 23, 2015

Time: 1:30 P.M.



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REQUEST FOR PROPOSALS

Date: August 23, 2015

Dear Respondent:

The Harlingen Waterworks System (HWWS) invites you to submit sealed Proposals for **300HP GEARLESS TURBO BLOWERS WITH INTEGRATED VFD AND CONTROL PANEL**. Detailed specifications and Proposal forms may be obtained on the Harlingen Waterworks System Website at www.hwws.com.

The Harlingen Waterworks System will receive sealed Proposals addressed to the Purchasing Agents Office at 114 North L Street, Harlingen TX 78550 until **1:30 P.M.**, on **WEDNESDAY, SEPTEMBER 23, 2015**. No late submittals will be accepted. The submittals will be publicly opened and the names of those submitting proposals will be read aloud. All Respondents are invited to attend the opening.

We request that you carefully read the "Instructions to Respondents" which are enclosed. Questions concerning this Proposals must be made in writing and directed via e-mail, or fax to:

Name: Christopher Wilmot
Title: Purchasing Agent
E-Mail: cwilmot@hwws.com
Fax: (956) 440-6590

The Harlingen Waterworks System reserves the right to refuse and reject any or all submittals, waive any or all formalities or technicalities, hold submittals for a period of 60 days without taking action, and accept the submittals to be the best and most advantageous to the Harlingen Waterworks System.

Sincerely,

Christopher Wilmot
Purchasing Agent

ACKNOWLEDGEMENT OF ADDENDUM

#16462 - 300HP GEARLESS TURBO BLOWERS WITH INTEGRATED VFD AND CONTROL PANEL

Any interpretation, correction, or change to the Request for Proposals will be made by ADDENDUM. Changes or corrections will be issued by the Harlingen Waterworks System. It is the responsibility of the proposers to visit the Harlingen Waterworks System Website, at www.hwws.com, to ascertain if any addenda have been issued and to obtain, execute, and include them with the Proposals.

Proposer acknowledges receipt of the following addendum or addenda.

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____

Respectfully submitted by,

By: _____
Signature of Duly Authorized Representative

Printed Name: _____

Title: _____

Company Name: _____

Date: _____

ETHICS STATEMENT

The undersigned respondent, by signing and executing this submittal, certifies and represents to the Harlingen Waterworks System that respondent has not offered, conferred or agreed to confer any pecuniary benefit, as defined by (1.07 (a) (6) of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment or advantage relating to this Proposals. The respondent certifies and represents that the respondent has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this submittal, the respondent certifies and represents that respondent has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Harlingen Waterworks System concerning this submittal on the basis of any consideration not authorized by law. The respondent also certifies and represents that respondent has not received any information not available to other respondents so as to give the undersigned a preferential advantage with respect to this submittal. The respondent further certifies and represents that respondent has not violated any state, federal, or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like, and that respondent will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the Harlingen Waterworks System in return for the person having exercised their official discretion, power or duty with respect to this submittal. The respondent certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent, or employee of the Harlingen Waterworks System in connection with information regarding this submittal, the proposal of these Proposals, the award of this submittal or the performance, delivery or sale pursuant to this submittal.

The vendor shall defend, indemnify, and hold harmless the Harlingen Waterworks System, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or Supplier of contractor in the execution or performance of this submittal.

I have read all of the specifications and general submittal requirements and do hereby certify that all items submitted meet specifications.

FIRM'S REPRESENTATIVE:

(Signature)

TYPE/PRINT NAME:

TITLE:

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, & ZIP CODE:

TELEPHONE NO.: _____ **FAX NO.:** _____

FEDERAL ID# AND/OR S/S #:

DATE:

REQUIREMENT FOR DISCLOSURE OF CONFLICT OF INTEREST

In accordance with Chapter 176 of the Texas Local Government Code, Respondent shall submit a Conflict of Interest Questionnaire as detailed below:

1. The CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ) is required to be filed within 7 business days of:
 - i. Beginning contract discussions or negotiations with HWWS; or
 - ii. Responding to a Request for Proposal, Invitation to Bid, or a correspondence or other writing related to a potential agreement with HWWS.
2. A person required to file a conflict of interest must file an updated questionnaire not later than September 1st of each year that a contractual relationship or negotiation is pending with HWWS.

The CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ) is to be completed and submitted to HWWS Purchasing Agents Office, located at 114 N L St, Attn: Chris Wilmot, Harlingen, Texas 78551

COMPLETION AND PROPOSAL OF FORM CIQ ARE THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

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.

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 Code. 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, 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 as 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.

4

Signature of person doing business with the governmental entity

Date

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	<input type="checkbox"/> Exempt payee
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**Certificate of Foreign Status of Beneficial Owner
for United States Tax Withholding**

► Section references are to the Internal Revenue Code. ► See separate instructions.
► Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do not use this form for:

- A U.S. citizen or other U.S. person, including a resident alien individual **W-9**
- A person claiming that income is effectively connected with the conduct of a trade or business in the United States **W-8ECI**
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (see instructions for exceptions) **W-8ECI or W-8IMY**
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession that received effectively connected income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (see instructions) **W-8ECI or W-8EXP**

Note: These entities should use Form W-8BEN if they are claiming treaty benefits or are providing the form only to claim they are a foreign person exempt from backup withholding.

- A person acting as an intermediary **W-8IMY**

Note: See instructions for additional exceptions.

Instead, use Form:**Part I Identification of Beneficial Owner** (See instructions.)

1 Name of individual or organization that is the beneficial owner		2 Country of incorporation or organization	
3 Type of beneficial owner: <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Disregarded entity <input type="checkbox"/> Partnership <input type="checkbox"/> Simple trust <input type="checkbox"/> Grantor trust <input type="checkbox"/> Complex trust <input type="checkbox"/> Estate <input type="checkbox"/> Government <input type="checkbox"/> International organization <input type="checkbox"/> Central bank of issue <input type="checkbox"/> Tax-exempt organization <input type="checkbox"/> Private foundation			
4 Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address.			
City or town, state or province. Include postal code where appropriate.		Country (do not abbreviate)	
5 Mailing address (if different from above)			
City or town, state or province. Include postal code where appropriate.		Country (do not abbreviate)	
6 U.S. taxpayer identification number, if required (see instructions)		7 Foreign tax identifying number, if any (optional)	
<input type="checkbox"/> SSN or ITIN <input type="checkbox"/> EIN			
8 Reference number(s) (see instructions)			

Part II Claim of Tax Treaty Benefits (if applicable)**9 I certify that (check all that apply):**

- a** ☐ The beneficial owner is a resident of within the meaning of the income tax treaty between the United States and that country.
 - b** ☐ If required, the U.S. taxpayer identification number is stated on line 6 (see instructions).
 - c** ☐ The beneficial owner is not an individual, derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).
 - d** ☐ The beneficial owner is not an individual, is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation, and meets qualified resident status (see instructions).
 - e** ☐ The beneficial owner is related to the person obligated to pay the income within the meaning of section 267(b) or 707(b), and will file Form 8833 if the amount subject to withholding received during a calendar year exceeds, in the aggregate, \$500,000.
- 10 Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article of the treaty identified on line 9a above to claim a % rate of withholding on (specify type of income):
 Explain the reasons the beneficial owner meets the terms of the treaty article:

Part III Notional Principal Contracts

- 11** ☐ I have provided or will provide a statement that identifies those notional principal contracts from which the income is **not** effectively connected with the conduct of a trade or business in the United States. I agree to update this statement as required.

Part IV Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- 1** I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates,
 - 2** The beneficial owner is not a U.S. person,
 - 3** The income to which this form relates is (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income, **and**
 - 4** For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.
- Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

Sign Here

Signature of beneficial owner (or individual authorized to sign for beneficial owner) _____ Date (MM-DD-YYYY) _____ Capacity in which acting _____



RETURN TO:

Harlingen Water Works Systems
114 North L Street
Harlingen TX 78550

RFP 16462 COST SHEET

Proposal Firm Name: _____

Address: _____

Address: _____

City, State, Zip: _____

Vendor E-mail _____

Contact Person: Christopher Wilmot	Phone: 956-440-6560
E-Mail: cwilmot@hwws.com	Fax 956-440-6590
<input checked="" type="checkbox"/> Fax Quotes Not Accepted	
HWWS reserves the right to hold all bids for a period of sixty (60) days without taking any action. Bidders are required to hold their bids firm for same period of time. If no action is taken within sixty (60) days all bids and bid deposits will be rejected and returned to owners. Substitutions may be quoted but must be identified. It will be the responsibility of the vendor to show product equivalency. The agency shall be the sole judge of equivalency.	
HWWS is exempt from payment of all federal and Texas state and local taxes.	
The Harlingen Waterworks System reserves the right to reject any or all bids, to waive defects and formalities in such bids, and to award the contract to the bidder which it considers has submitted the best and most advantageous bid.	
The Bid Award may be based on, but not necessarily limited to, the following factors:	
<ul style="list-style-type: none">i. Conformity to specifications.ii. The purchase price, including payment discount terms.iii. The reputation of the bidder and of the bidder's goods or services.iv. The quality of the bidder's goods or services.v. The extent to which the goods or services meet the HWWS needs.vi. The bidder's past relationship with the HWWS.vii. Delivery terms.viii. Payment terms.ix. Availability of product or service.x. The total long-term cost to the HWWS to acquire the bidder's goods or services.xi. Any relevant criteria specifically listed in this request for bid.xii. Vendor's safety record.	

All replies must refer to Request
for Proposal No: 16462

Issue Date:
August 23, 2015

Quotation should be received in this office by:
1:30 pm Wed Sept 23, 2015

Quote price and delivery FOB
Destination, Full Freight Allowed
Terms: Net 30

Item No.	Quantity and Unit	Description	Price Per Unit	Total
1	3 Ea.	300hp Gearless Turbo Blowers with Integrated VFD And Control Panel Return this sheet, vendor information completed and signed, in a separate sealed envelope with your proposal. Failure to do this may result in disqualification of your Proposal. HWWS normal payment terms are Net30 after inspection and approval. List here any exceptions to Net30 payment terms.	\$ _____	\$ _____

Delivery Time:

In signing this Quotation we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a quotation; that this quotation has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this quotation has not been knowingly disclosed prior to the opening of quotations to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

We will comply with all terms, conditions and specifications required by the state in this Request for Quotation and all terms of our quotation.

Name of Authorized Company Representative (Type or Print)	Title	Phone ()
		Fax ()
Signature of Above	Date	Federal Employer Identification No.
		Social Security No. if Sole Proprietor (Voluntary)

SCOPE OF SERVICES

Project Title:

#16462 - 300HP GEARLESS TURBO BLOWERS FOR WWTP EXPANSION PROJECT

Objective:

Provide detailed specifications of 300hp gearless turbo blowers with integrated VFD and control panel. (3 units total)

Purpose:

To supply three (3) 300hp high-speed turbo blowers with air bearings. Each unit must have an integral VFD and control panel, as is typical for gearless Turbo Blowers. Units must be factory assembled, factory tested, and delivered inside sound enclosures. All materials associated installation will be included (anchors, bolts, nuts and brackets, etc.). Installation will be done by others.

Project Location:

HWWS 504 South 54th St, Harlingen TX 78550

The Facility is located approximately .25 miles south of the intersection of East Harrison and F.M. 106 and 2.5 miles east of Business Highway 77 and East Harrison in the City of Harlingen, County of Cameron, Texas.

Anticipated Services:

Anticipated scope of equipment shall conform to TCEQ standards and is as follows:

- I. TCEQ 217.153(b)(1) Basin Freeboard of 18"
TCEQ 217.155(b)(5)(A) Side water Depth of 10'
TCEQ 217.154(b)(2) Reaction Volume 35 lb/day/kcf 595,700 cu ft
TCEQ 217.155(a)(2) Oxygen Required 2.2 lbs/lb BOD 45,870 lb/day
TCEQ 217.155(b)(1) Diffused Air Flow 3200 scf/d/lb BOD 46,333 scfm
TCEQ 217.155(b)(2) Diffused Air Flow Constants 26%CWOTE 0.73 depth
TCEQ 217.155(b)(2) Diffused Air Flow Method 2 12% WOTE 11,522 scfm
TCEQ 217.155 (b)(3) Mixing Air Flow .12 scfm/sq ft 3,888 scfm
- II. The Aeration Zones are sized for conventional activated sludge nitrification.
The aeration system process calculations and preliminary design are based on the following:
 - A. A fine bubble aeration system is installed at HWWS WWTP #2.
 - B. The aeration process initially requires approx. 6,917 scfm to aerate 6 MGD.
 - C. The aeration process ultimately requires 11,530 scfm to aerate 10 MGD.
 - D. The blower station firm capacity must be 11,530 scfm minimum.
 - E. The blower station must supply 6,917 scfm in Year 1.
 - F. The aeration process has four channels, but the fourth channel may stay offline until plant loading increases to the point that it is needed.
 - G. The basin side water depth was maximized for best aeration efficiency, but limited to 18.5 feet in order to avoid overheating the process air.
- III. Proposals will be prepared in accordance with local, state, and federal laws and all specific requirements of the HWWS.
- IV. The contract documents, plans and specifications will include all the necessary items to complete the project.
- V. A schedule shall be developed once a supplier has been selected to furnish the required equipment.

INSTRUCTIONS TO RESPONDENTS

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: The City of Harlingen Water Works System is requesting that all questions be routed to Chris Wilmot, Purchasing Agent, at (956) 440-6560, email: cwilmot@hwws.com. Questions must be in writing and sent via email or fax (956) 440-6590.

NON-COLLUSION: Proposers by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United State Law.

NON-DISCRIMINATION: Proposers, during the performance of this contract, will not discriminate against any employee or applicant of employment because of race, religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Proposers are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: The City of Harlingen Water Works System's Purchasing Department will not accept telegraphic, facsimile, or electronically transmitted proposals.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Proposers must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The City of Harlingen Water Works System will make final determination as to the vendor's ability.

PROPOSER DEFAULT: The City of Harlingen Water Works System reserves the right, in case of proposer default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the proposer to review the request for Proposals (RFP) packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications must be received in the Purchasing Department not less than seventy-two hours (72) prior to the time set for the opening. These requirements also apply to specifications that are ambiguous.

PROPOSALS DELIVERY: City of Harlingen Water Works Systems Water Works System requires proposers, when hand delivering Proposals, to have the proposal time and date stamped by the HWWS Purchasing employee receiving it

SIGNING OF PROPOSALS: To be considered all submittals must be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES: City of Harlingen Water Works System reserves the right to waive minor informalities or technicalities when it is in the best interest of the City of Harlingen Water Works System.

SUBCONTRACTING: The successful proposer may not subcontract the award without the written consent of City of Harlingen Water Works System's Board of Trustees.

SECTION II SUBMITTAL REQUIREMENTS

TECHNICAL SUBMITTAL: The required contents and limitation for the preparation of the technical submittal are described in this section. Failure to provide the requested information or adhere to any state limitations will result in disqualification of the submittal.

COST SUBMITTAL: Cost Proposals are to be in a separate sealed envelope submitted with your Technical Proposal. Pricing is to be FOB Destination, Full Freight Allowed.

CONTENTS: The required contents for the technical submittal are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING THE PROPOSED PROJECT: This section should demonstrate that the proposer understands project needs, work required, and any local issues or concerns.

Additionally, for the firm and each sub-provider, a client contract name and phone number should be included for reference purposes relating to each project submitted under qualification. This project list is limited to one (1) page in length.

REQUIRED CERTIFICATION AND SUBMITTAL: This section will contain any certification and assurance as required by City of Harlingen Water Works Systems. The proposal firm should add copies of their insurance.

NUMBER OF COPIES TO BE SUBMITTED: City of Harlingen Water Works Systems requires one (1) original and four (4) copies of the Technical Proposal. Only one (1) original of the Cost Proposal is required.

Technical Proposals should be indexed and contain the following;

- 1) Cover Page Listing Title of Proposal and Proposing Firms Name
- 2) Understanding of Scope of Services
- 3) Familiarity with Applicable Rules and Regulations
- 4) References
- 5) 300hp Gearless Turbo Blower Experience
- 6) Past Experience with HWWS
- 7) Quality Control
- 8) Failure to Perform

Cost Proposal documents must be completed and signed, included with proposal in a separate sealed envelope, and must contain the following:

- 1) Cost Sheet
- 2) Acknowledgement of Addendum
- 3) Ethics Statement
- 4) Conflict of Interest Form
- 5) W9 or W8 Form, whichever is applicable
- 6) 2 Signed Originals of the Vendor Agreement

SECTION III – SELECTION AND SCHEDULES

SELECTION PROCEDURES: The technical submittal shall be made according to the schedule below. Cost Proposals are to be in a separate sealed envelope submitted with your proposal.

PROPOSALS RANKING: The City of Harlingen Water Works System will rank the written Technical Proposals. After the Technical Proposals are ranked, negotiations on cost will happen, then the Waste Water Director will recommend the selected firm to the Harlingen Water Works System Board of Trustees.

NEGOTIATION PROCESS: If negotiations prove unsuccessful, the next firm will be contacted. The City of Harlingen Water Works System reserves the right to reject any and all Proposals.

PROPOSALS SUBMITTED TO: City of Harlingen Water Works Systems requires one (1) original and four (4) copies of the Technical Proposal. Only one (1) original of the Cost Proposal is required. They should be made to:

City of Harlingen Water Works Systems
Purchasing Department
114 North L Street
Harlingen TX 78550

Evaluation Criteria - The submittal shall include the following:

Mandatory Requirements:

Each proposal shall indicate compliance with the following standards. Proposals that fail to meet these mandatory requirements will not be scored and will result in the disqualification of your proposal. Proposals that meet or exceed the mandatory requirements will be scored.

TCEQ 217.153(b)(1)	Basin Freeboard of 18"
TCEQ 217.155(b)(5)(A)	Side water Depth of 10'
TCEQ 217.154(b)(2)	Reaction Volume 35 lb/day/kcf 595,700 cu ft
TCEQ 217.155(a)(2)	Oxygen Required 2.2 lbs/lb BOD 45,870 lb/day
TCEQ 217.155(b)(1)	Diffused Air Flow 3200 scf/d/lb BOD 46,333 scfm
TCEQ 217.155(b)(2)	Diffused Air Flow Constants 26%CWOTE 0.73 depth
TCEQ 217.155(b)(2)	Diffused Air Flow Method 2 12% WOTE 11,522 scfm
TCEQ 217.155 (b)(3)	Mixing Air Flow .12 scfm/sq ft 3,888 scfm

1. Understanding of Project (30)

Demonstrate an understanding of the scope of services
Address the approach to complete the scope

Minimum Proposals - The submittal must reflect an understanding of the scope of services.

Preferred Proposals - The submittal addresses the approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the Minimum Proposals above.

2. Familiarity with Applicable Rules and Regulations (10)

The submittal should indicate through past experience of the proposal firm that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Minimum Proposals - The submittal must contain a narrative that outlines applicable regulations, guidelines, standards and policies as they pertain to 300hp Gearless Turbo Blowers.

3. References from Owners of Past Performance (10)

On separate sheets provide at least three letters of references from owners of similar projects as they pertain to 300hp Gearless Turbo Blowers.

Minimum Proposals - References submitted that are of acceptable completion of projects.

Preferred Proposals - References that are from Governmental entities of projects in similar size and nature.

4. 300hp Gearless Turbo Blower Experience (20)

Please provide a list of 10 projects of similar size, type, and complexity to this project. Please show name and contact information for principal representative of each project listed.

Minimum Proposals – Projects of similar size, type, and complexity to this project.

Preferred Proposals - Projects of 300hp Gearless Turbo Blowers.

5. Past Experience with HWWS (5)

Please list past experience, if any, in working with HWWS on similar projects.

Minimum Proposals – None

Preferred Proposals – Past experience in working with HWWS.

6. Quality Control (15)

Please explain the quality control process used during construction.

Minimum – Explanation of your quality control process.

Preferred Proposals – ISO Certification

7. Failure to Perform (10)

Have you ever failed to totally complete a project? Have you ever failed to complete a project according to agreed upon timelines? If yes, please explain in detail.

Minimum Proposals – Minimal delay in timeliness completion of projects

Preferred Proposals – No failure to complete or finish in a timely manner of projects.

PROPOSALS EVALUATION FORM

Selection	RIF*	(Scale 0-3)	Score
1. Understanding of Project	(30)	X () =	()
2. Familiarity with Rules and Regulations	(10)	X () =	()
3. References	(10)	X () =	()
4. Project Experience	(20)	X () =	()
5. Past Experience with HWWS	(05)	X () =	()
6. Quality Control	(15)	X () =	()
7. Failure to Perform	(10)	X () =	()
Total	100%	Total Score	_____

Proposers Company Name: _____

Evaluator: _____ Date: _____

* The Relative Importance Factor (RIF) is the relative importance (or weight) of each criterion as it relates to the particular project. The RIF is expressed as a percentage of the total importance of the project, and always totals 100%.

** Each proposal is to be evaluated with regard to the selection criteria by each committee member, on the basis of a rating system with the following scale:

- 0 – Does not meet minimum Proposals.
- 1 – Meets minimum Proposals.
- 2 – Meets preferred Proposals.
- 3 – Exceeds preferred Proposals.

HARLINGEN WATERWORKS SYSTEM VENDOR AGREEMENT FOR THE PURCHASE OF 300HP GEARLESS TURBO BLOWERS

THIS AGREEMENT by and between the Harlingen Waterworks System, a department of the City of Harlingen, Texas, a municipal corporation, hereinafter referred to as "HWWS," and _____, hereinafter referred to as "Vendor," evidences the following:

1.01 PARTIES - The parties to this Agreement are:

- (a) Harlingen Waterworks System,
a department of the City of Harlingen, Texas,
a municipal corporation

134 East Van Buren Avenue
Harlingen, Texas 78550-6828

Address mail to:
P.O. Box 1950
Harlingen, Texas 78551-1950

956-430-6100
FAX - 956-430-6111

- (b) HWWS Authorized _____
Representative:
956-430-_____

- (c) Vendor: _____

Phone _____

FAX _____

- (d) Vendor's Authorized _____
Representative:

Phone _____

- (e) The Vendor's complete name is required.

- (f) A street address is required. Vendor may designate a post office box for mailing purposes only.

1.02 Vendor, including his employees and suppliers, will at all times remain independent contractors and will not be considered representatives or agents of HWWS. The method

and manner of performance of Vendor's undertaking under this Agreement will be under the exclusive control of Vendor.

1.03 Vendor agrees to furnish HWWS with the materials described as follows:

- (a) The proposal specifications attached hereto as Exhibit A; and
- (b) Suppliers proposal attached hereto as Exhibit B.
- (c) This Vendor Agreement, Exhibit A, and Exhibit B are the contract documents.
- (d) At HWWS' request, Vendor will provide:
 - (1) factual information as to the existence and financial stability of Vendor;
 - (2) a list of other municipalities being served by Vendor; and
 - (3) a laboratory test report, at Vendor's expense, from an accredited laboratory showing the quality of the material provided under this Agreement.

2.01 **DELIVERY DATE** - The equipment that is the subject of this Agreement shall be delivered to HWWS no later than the agreed upon date of_____.

3.01 **PAYMENT TO VENDOR**

- (a) Contract Sum - Vendor will be paid the total sum of \$_____ for the Vendor's performance of this Agreement subject to change orders agreed by HWWS and Vendor. Payments will be made monthly based on the amount of material delivered and invoiced by Vendor.
- (b) Request for Payment - Vendor will send an invoice to HWWS by the 10th of the month for materials delivered the preceding calendar month. Proposal of an invoice by Vendor is a representation that the materials invoiced have been delivered in accord with the terms of this Agreement and that the materials delivered meet the specifications for the type of material delivered.
- (c) Payment by HWWS does not imply that the materials invoiced meet applicable specifications or that the amount of materials invoiced has been received by HWWS. HWWS reserves the right to test the materials received for specification compliance and quantity delivered.

4.01 INSURANCE REQUIREMENTS - Vendor is responsible for procuring and maintaining insurance coverage for the following claims:

- (a) Claims for workers' compensation, which will be in the amount required by the laws of the State of Texas;
- (b) Claims by Vendor's employees for bodily injury, sickness, disease, or death;
- (c) Claims by any person other than Vendor's employees for bodily injury, sickness, disease, or death;
- (d) Claims for personal injury sustained by any person as a direct or indirect result of Vendor's employment of the person or sustained by any other person;
- (e) Claims for damage to property (other than the work) because of injury to or destruction of tangible property, including loss of use;
- (f) Claims for damages for personal injury, death, or property damage resulting from Vendor's use and/or maintenance of any motor vehicle; and
- (g) Claims for contractual liability arising from Vendor's obligations under this Agreement.

4.02 Vendor will, at its expense, purchase and maintain insurance on all of its operations including the following:

- (a) Comprehensive General Liability:
\$1,000,000 each occurrence, \$1,000,000 aggregate coverage
\$1,000,000 for products and completed operations
- (b) Commercial Automobile Liability
\$500,000 each occurrence, \$500,000 aggregate coverage

4.03 All insurance coverage will be occurrence coverage and will be with an insurance carrier rated A-1 or better in the most current edition of A.M. Best's ratings guides.

4.04 Vendor will name HWWS and the City of Harlingen as additional insureds under the general liability and automobile liability policies.

4.05 Certificates of Insurance

- a) Vendor will provide HWWS with Certificates of Insurance and an endorsement naming HWWS and the City of Harlingen and additional insureds before commencing work on the Project.
- b) The Certificates will provide that no coverage will be canceled, renewal refused, or materially changed for the duration of this Agreement unless at least thirty days prior written notice is given to HWWS.
- c) Vendor will be responsible for any delay caused by failure to provide the required insurance and will not be entitled to any extensions of time for any such delay.
- d) Waiver of Subrogation - HWWS and Vendor waive all rights against each other for damages caused by perils to the extent such perils are covered by insurance, except such rights as they may have to insurance proceeds.
- e) Waiver of Subrogation Endorsement - Vendor will require the insurance policies provided pursuant to this agreement to contain a provision waiving subrogation, whether in the policy or by endorsement.

5.01 WARRANTIES

- (a) Vendor warrants that all work performed by Vendor or will be performed in a good and workmanlike manner and in compliance with all applicable statutes, regulations, industry standards, and applicable codes.
- (b) With regard to materials provided, Vendor warrants that:
 - (1) All materials will be paid for in accord with the terms for the purchase of the materials from the provider and that the materials will be free of the rightful claim of any provider or other third person;
 - (2) All materials will meet or exceed the requirements of this Agreement including all applicable statutes, regulations, industry standards, and applicable codes;
 - (3) All materials will be merchantable with respect to goods of that kind as defined by § 2.314, Texas Business & Commerce Code; and
 - (4) All materials will be suitable and fit for their intended purpose in compliance with § 2.315, Texas Business & Commerce Code.

- (c) Vendor hereby assigns to HWWS any warranty for any materials provided by the manufacturer and/or provider of such materials, which assignment is in addition to Vendor's warranties set forth herein.
- (d) Vendor will provide to HWWS the name and address of each manufacturer and provider of materials specifying which materials have been manufactured or provided by the person or entity named.
- (e) Vendor warrants its materials for the period and under the terms required by the bid documents.

5.02 WARRANTY PERFORMANCE STANDARDS

- (a) Vendor recognizes that: (1) HWWS is a public utility that operates its facilities 24 hours every day; (2) the potable water and sewage treatment services provided to HWWS' customers are critical to its customers, its operations, and its entire service area; (3) a delay in providing those services can have serious consequences; and (4) HWWS is regulated by the Texas Commission on Environmental Quality and is subject to fines and penalties for failure to comply with applicable statutes and regulations.
- (b) Vendor will be available to perform warranty and/or out-of-warranty service no more than 24 hours after notice by HWWS of a request for warranty or out-of-warranty service.
- (c) Warranty and out of warranty service will be performed expeditiously and the items made ready for return to service at HWWS' facilities within a reasonable time. Vendor will provide to HWWS an estimate of the time required for the service to be performed and will keep HWWS reasonably informed of the status of the service. For out-of-warranty service, Vendor will provide an estimate of the cost of the service to be performed and will not incur any expense until expressly authorized by HWWS.
- (d) Parts required for warranty and out-of-warranty service will be new and the same or better quality of the original parts in the item serviced.
- (e) Any dispute regarding whether a particular claim for service to be done by Vendor is covered by warranty will not delay the performance of the service required to return the item to service. Any disputes will be resolved as set forth in the Agreement. In the event Vendor's opinion that the requested service is not covered by warranty, Vendor shall immediately inform HWWS of the factual basis for that determination. In that event, Vendor will provide an estimate of the cost of the service to be performed. Unless HWWS agrees that the service requested is not covered by warranty, the service will nevertheless proceed expeditiously and the dispute will be resolved as set forth herein.

6.01 TERMINATION OR SUSPENSION

- (a) HWWS may terminate this Agreement when, in the sole opinion of HWWS, there has been significant noncompliance with this Agreement.
- (b) In lieu of termination of this Agreement, HWWS may, in its sole discretion, elect to order delivery of material suspended until deficiencies in the material are corrected. If, after suspension of delivery, HWWS, in its sole discretion, determines that deficiencies are not being corrected, HWWS may terminate this Agreement.
- (c) A decision by HWWS to terminate the Agreement is not subject to the dispute resolution process set forth herein.

7.01 RESOLUTION OF DISPUTES

- (a) In the event a dispute arises, except a decision by HWWS to terminate the Agreement, delivery of materials will continue to the extent possible.
- (b) In the event of a dispute that cannot be resolved between the parties, the parties agree to select a mediator to assist in resolving the dispute. Each party to the mediation will pay an equal share of the cost of the mediation.
- (c) In the event the dispute cannot be resolved by mediation, the parties may agree to a binding or nonbinding arbitration or may choose to litigate the dispute. Each party to an arbitration proceeding will pay an equal share of the cost.

8.01 INDEMNIFICATION

- (A) **VENDOR SHALL INDEMNIFY AND HOLD HARMLESS HWWS, THE CITY OF HARLINGEN, THEIR AFFILIATES, SUBSIDIARIES, RELATED ENTITIES, COMMISSIONERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, COSTS, OR EXPENSES ARISING OUT OF, RESULTING FROM, OR OCCURRING IN CONNECTION WITH THE WORK TO BE PERFORMED OR MATERIALS DELIVERED THAT IS:**
 - (1) **ATTRIBUTABLE TO ANY BODILY OR PERSONAL INJURY, SICKNESS, DISEASE, OR DEATH OF ANY PERSON;**
 - (2) **ATTRIBUTABLE TO ANY DAMAGE OR INJURY TO OR DESTRUCTION OF REAL OR PERSONAL**

**PROPERTY INCLUDING THE LOSS OF USE
THEREOF; AND**

**(3) CAUSED IN WHOLE OR PART BY ANY
NEGLIGENCE, STRICT LIABILITY, OR OTHER
ACT OR OMISSION OF:**

**(a) VENDOR AND ANY SUPPLIER OR THEIR
RESPECTIVE AGENTS,
REPRESENTATIVES, AND EMPLOYEES.**

**(B) THIS INDEMNIFICATION OBLIGATION SHALL NOT BE LIMITED IN
WAY BY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES,
COMPENSATION, OR BENEFITS PAYABLE UNDER ANY WORKERS'
COMPENSATION ACT, LIABILITY BENEFIT ACTS, OR OTHER
EMPLOYEE BENEFIT ACTS.**

8.02 NOTICES

- (a) Any notice required by this agreement will be given at the address or telephone facsimile number shown above.
- (b) Notices sent by mail will be deemed delivered when received.
- (c) Notices sent by telephone facsimile will be deemed delivered when received except that facsimile notices sent after 5:00 p.m. at the location of the recipient will be deemed delivered the following business day.

9.01 GENERAL PROVISIONS

- (a) Construction and Place of Performance - This Agreement will be construed under and in accord with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Cameron County, Texas.
- (b) Execution of Other Instruments - The Parties hereto agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate this Agreement.
- (c) Paragraph Headings - The paragraph headings used in this Agreement are for convenience only and are not to be considered in construing its terms.
- (d) Parties and Successors Bound - This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns, as may be applicable.
- (e) Prior Agreements - This Agreement supersedes any prior understandings or written or oral agreements between the Parties with respect to the subject matter

of the Agreement and contains the entire Agreement between the Parties as of the date of its execution.

- (f) Modification - This Agreement may be modified only in writing subscribed by the Parties hereto.
- (g) Effective Date - This Agreement will be effective on the date last signed by the Parties hereto.

Harlingen Waterworks System,
a department of the City of Harlingen, Texas,
a municipal corporation

By:)
Darrell Gunn
its General Manager

Date)

Vender Signature _____

By: _____

Print)
Name)

Title)

Date)
