REQUESTS FOR PROPOSALS (RFP)

PROPOSAL NO. 2020-03

CONTRACT OPERATIONS AND MAINTENANCE

OF

WASTEWATER TREATMENT FACILITIES,

RECLAIMED/REUSE STATIONS,

AND ALTERNATE PROPOSALS FOR

SANITARY SEWER LIFT STATIONS

AND

WATER FACILITIES

Proposal Deadline: Wednesday, January 15, 2020 @ 2:00 p.m. (CST)
CONTRACT OPERATIONS AND MAINTENANCE OF WASTEWATER TREATMENT FACILITIES, RECLAIMED/REUSE STATIONS, AND ALTERNATE PROPOSALS FOR SANITARY SEWER LIFT STATIONS AND WATER FACILITIES

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1. INSTRUCTIONS TO RESPONDENTS

1.1 DEFINITIONS

(a) **Respondent** means the person or entity that submits a Submittal in response to this RFP.
(b) **Payment Bond** means the payment bond form included as part of this RFP. (Exhibit I-1)
(c) **Performance Bond** means the performance bond form included as part of this RFP. (Exhibit I-2)
(d) **Proposal** means the documents required to be submitted under Section 8.
(e) **Proposal Bond** means the proposal bond form included as part of this RFP. (Exhibit F-3)
(f) **Surety** means a surety company that complies with the requirements of this RFP, and that executes the Performance Bond and Payment Bond included as part of this RFP.

1.2 SUBMITTAL

Documents must be submitted as follows:

(a) At least one (1) original, six (6) copies with one of the copies free of binding and one (1) flash drive in pdf format with an electronic copy of the required documents as described in Section 8 – Proposal Content and Format.
(b) The Proposal must be completed in ink or be typewritten.
(c) The Proposal must be submitted in a sealed envelope or container that is marked on the outside of the envelope or container with respondents name and mailing address as well as:

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RFP: 2020-03
CONTRACT OPERATIONS AND MAINTENANCE OF WASTEWATER TREATMENT FACILITIES, RECLAIMED / REUSE STATIONS AND ALTERNATE PROPOSALS FOR SANITARY SEWER LIFT STATIONS AND WATER FACILITIES
“Do NOT open in mailroom”
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(d) The Proposal may be:

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<th>OR</th>
<th>MAILED TO:</th>
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<tr>
<td>City Secretary’s Office</td>
<td>Attn: City Secretary</td>
<td></td>
</tr>
<tr>
<td>2110 4th Street</td>
<td>PO Box 32</td>
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<tr>
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**FAXCIMILE TRANSMITTALS WILL NOT BE ACCEPTED**

(e) Proposals shall only be accepted from firms with verifiable attendance at the **mandatory** pre-proposal meeting and facilities tour. All other proposal submissions will not be considered. Proposals must be received on or before **2:00 PM (CST), Wednesday, January 15, 2020**, Proposals received after the date and time will not be considered.

1.3 ADDITIONAL INSTRUCTIONS AND INFORMATION

(a) A **Mandatory Pre-Proposal Meeting** for all interested parties will be held at **10:00 a.m., Wednesday, December 18, 2019**, in the City Hall Council Chamber, at 2110 4th Street, Rosenberg, Texas. Attendance is mandatory and proposals will be accepted from only those firms attending. The Mandatory Pre-Proposal Meeting will be followed by mandatory tours of all facilities.

(b) Respondent should carefully examine all terms, conditions, specifications, and related documents. If a Respondent finds a discrepancy in or omission from, or has a question about the meaning of, this RFP or other related document the Respondent should immediately notify the Purchasing Office at the e-mail address listed below. Questions regarding this RFP must be received by the Purchasing Office on or before 5:00 p.m., Monday, December 23, 2019. After the Purchasing Office has been notified of a discrepancy or omission, or has been asked a question, the Purchasing Office
Office will post an amendment or addendum on www.rosenbergtx.gov for all Respondents to view and email those who attended the mandatory Pre-Proposal Meeting. In the event of any conflict between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Rosenberg’s interpretation shall govern.

(c) All exceptions and variances from the City’s specifications, requirements, terms and/or conditions must be clearly and explicitly stated in the proposal. Absence of such a list shall indicate that the Contractor has not taken any exception and the City shall hold the Contractor responsible to perform in strict accordance with the requirements in this RFP. The City reserves the right to accept any, all, or none of the exception(s) deemed to be in the best interest of the City.

(d) Respondents must submit a Proposal Bond with their Proposals in the amount of 5% of the estimated total amount of the Proposal, inclusive of any Proposal alternates, as a guarantee that the Respondent will enter into a Contract with the City and execute the Performance and Payment Bonds as required after the Contract is approved by the City Council. Respondents must use the Proposal Bond form provided by the City in this RFP (Exhibit F-3). The Surety must be authorized to write surety bonds in the State of Texas. The City will return the Proposal Bonds of the unsuccessful Respondents not later than ten (10) days after the City Council awards the Contract to the successful Respondent.

(e) A Respondent may withdraw a Proposal by giving the Purchasing Office written notice of the withdrawal before the Proposal deadline. If a Respondent submits written notice of the withdrawal after the Proposal deadline, a Respondent must receive the City’s written consent to withdraw a Proposal.

(f) Proposals received in response to this RFP will be reviewed and evaluated by City staff.

(g) Additional documents, amendments, and addendums relating to this RFP are available at the City of Rosenberg’s Purchasing Office and at www.rosenbergtx.gov.

(h) If you have any questions, please contact:

City of Rosenberg Purchasing Office  
Tami Cyrus, Fiscal Services Coordinator - Purchasing  
Rosenberg, Texas 77471  
Phone: 832-595-3350  
E-mail: rosepurchasing@rosenbergtx.gov

The City of Rosenberg values open and competitive purchasing processes, which enable the City to receive the best value and maximize tax dollars invested by residents of Rosenberg. In order to ensure the process is as open and competitive as possible, the City asks that all vendor correspondence regarding this Request for Proposal be directed to the Purchasing Office.

CONTACT OUTSIDE OF THE PURCHASING OFFICE MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

Vendor correspondence sent to an elected official would be a violation of the City’s RFP process, which prohibits elected officials from obtaining, disclosing or discussing bid or proposal information or source selection information with prospective bidders, proposers, or contractors before bids or proposals are received and before voting to award the contract.

The City does not assume responsibility for not receiving questions from the Respondent or the Respondent’s receipt of any answers, addenda, or amendments placed on Rosenberg’s website.

THE SELECTED RESPONDENT WILL BE REQUIRED TO ENTER INTO THE CITY OF ROSENBERG STANDARD CONTRACT AND PROVIDE AND MAINTAIN THE MINIMUM INSURANCE COVERAGEs REQUIRED UNDER THE CONTRACT (SEE INSURANCE REQUIREMENTS ATTACHMENT – EXHIBIT F-7). THE CONTRACT IS AVAILABLE AS AN ATTACHMENT TO THIS RFP. (EXHIBIT F-6)
1.4 GENERAL INSTRUCTIONS

The City of Rosenberg will receive Proposals for: Contract Operations and Maintenance of Wastewater Treatment Facilities, Reclaimed/Reuse Stations, and Alternate Proposals for Sanitary Sewer Lift Stations and Water Facilities.

IT IS UNDERSTOOD that the City Council of the City of Rosenberg reserves the right to reject any or all proposals for any or all products and/or services covered in this request for proposal and to waive informalities of defects in such proposals. Proposals must be valid for one hundred twenty (120) days after opening.

Cost proposals must be submitted on the forms included for that purpose in this packet (Exhibit E). Proposal must be received in a sealed envelope and manually signed by a person having the authority to bind the Respondent in a contract and marked clearly on the outside as indicated in this RFP.

DOCUMENTATION: Respondent shall provide with this response all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

DESCRIPTIONS: Specifications may reference any catalog, brand name or manufacturers’ model numbers. It is the intent of the City of Rosenberg to be DESCRIPTIVE - NOT RESTRICTIVE and to establish a desired quality level of service or products or to meet a pre-established standard of quality. Respondents may offer items of equal quality and the burden of proof of such quality rests with them. The City of Rosenberg shall act as sole judge in determining quality and acceptability of products offered.

EVALUATION FACTORS: Evaluation factors detailed in the Proposal Evaluation Section shall be applied to all eligible, responsive Respondents in comparing proposals and presentations. Award of a contract may be made without discussion to one of the Respondents submitting a proposal after responses and presentations are received. Proposals should, therefore, be submitted on the most favorable terms.

EVALUATION COMMITTEE: Proposals and proposal presentations delivered in response to this RFP will be reviewed and evaluated by an evaluation committee made up of City staff and the Professional Services Committee.

VISITS TO RESPONDENT FACILITIES: City representatives may choose to visit other facilities currently operated by the proposing firm. These visits will be conducted at the expense of the City.

BEST AND FINAL OFFER (BAFO): In a competitive negotiation, the final proposal submitted after negotiations or discussions are completed that contains the Respondent’s most favorable terms for price, services and products to be delivered. Sometimes referred to as BAFO and utilized during the Request for Proposal method of procurement.

EVALUATION PROCESS: After receipt of the proposals, the City of Rosenberg will evaluate the proposals based upon the evaluation factors set forth in this RFP. Respondents may be required to deliver an in-person presentation on their proposals to the evaluation committee as part of the evaluation. The City has, at its sole discretion, the ability to negotiate with the Respondent determined to be the highest ranked after completion of the evaluations and presentations. Both the proposal content and presentation content will be used to evaluate the proposals.

The City may elect to conduct discussions with the Respondents deemed to be in the competitive range for award. If discussions are held, Respondents identified in the competitive range will be given equal opportunity to discuss and submit revisions to their proposals. Revisions of proposals are accomplished by formally requesting Best and Final Offers (BAFOs) at the conclusion of discussions with a deadline set for receipt of BAFOs and including instructions as to exactly what should be submitted in response to the BAFO. After consideration of all BAFO responses, The City will select the top ranked Respondent, and will enter into contract negotiations.
COSTS TO SUBMIT: The City of Rosenberg will not be liable for any costs incurred by any Respondent in preparation of a submittal in response to this request, in conduct of a presentation, or any other activities related to response to this RFP.

ADDENDA: Any interpretations, corrections or changes to this Request for Proposal and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Rosenberg. Addenda will be available on the City website and emailed to those who attended the mandatory Pre-Proposal Meeting. Respondents shall acknowledge receipt of all addenda on the Respondent Certification and Addenda Acknowledgement form (Exhibit F-2).

LATE PROPOSALS: Proposals received in the City after the submission deadline will be considered void and unacceptable. The City of Rosenberg is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp in the City Secretary’s office shall be the official time of receipt.

ALTERING PROPOSALS: Proposals cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

REJECTION OF PROPOSALS: The City Council may choose to reject all proposals and not award any contract.

AWARD: The City has the right to award a contract upon the conditions, terms, and specifications contained in a proposal submitted to the City for a period of up to one hundred twenty (120) days following the date specified for the opening of proposals.

SCHEDULE: It is the City’s intent to adhere to the following schedule. The schedule is based on the City's intent to enter into an agreement with the selected Contract Operator no later than March 17, 2020. The City reserves the right to amend the schedule as needed.

1. Issue RFP December 01, 2019
2. Mandatory Pre-Proposal Meeting & Facility Tours December 18, 2019
3. Deadline for Written Questions December 23, 2019
4. Questions Answered and Addendum Posted January 06, 2020
5. Proposal due from Respondents January 15, 2020
7. Respondents Present Proposals (estimated) February 05, 2020 – February 19, 2020
8. Contact Selected Firm(s) /Negotiate Contract February 20, 2020 – March 5, 2020
9. Award Contract March 17, 2020
10. Contract Start June 01, 2020
1.5 MANDATORY TERMS AND CONDITIONS

Because the City is a governmental entity that must follow State and Federal laws and has an obligation to protect its taxpayers, the City requires that certain terms be included in the contract that results from this solicitation. Your response to this solicitation is an offer to contract with the City based on the terms, conditions, and specifications contained in this solicitation. If any of the mandatory contract terms are unacceptable to you, please do not respond to this solicitation.

CONFLICTING PROVISIONS: The contract consists only of the City-prepared contract and any additional City or Respondent contract documents incorporated by reference as a part of the contract. If a conflict or inconsistency exists between the City-prepared contract and a document incorporated by reference, the City-prepared contract controls. If a conflict or inconsistency exists between an additional contract document incorporated by reference, the City’s additional contract document takes precedence over the Respondent’s additional contract document.

PERFORMANCE AND PAYMENT BONDS: The successful Respondent must furnish Performance and Payment Bonds in the amount of the Annual Base Contract Fee (defined further below) for the first Contract Year, executed by a Surety authorized to do business in the State of Texas and meeting the other requirements of Chapter 3503, Tex. Insurance Code. The successful Respondent must furnish Performance and Payment Bonds within ten (10) days of the City Council’s award of the Contract. (See Exhibits I-1 and I-2) The cost of the Performance and Payment Bonds must be included in the Annual Base Contract Fee and the Performance and Payment Bonds are required to be maintained and renewed annually for the full contract term.

PAYMENT PROVISIONS: The City’s payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

MULTIYEAR CONTRACTS: If City Council does not appropriate funds to make any payment for a fiscal year after the City’s fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution)

LIABILITY AND INDEMNITY: Any provision of the Contract is void and unenforceable if it:

(1) limits or releases either party from liability that would exist by law in the absence of the provision;
(2) creates liability for either party that would not exist by law in the absence of the provision; or
(3) waives or limits either party’s rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

CONFIDENTIALITY: Any provision in the Contract that attempts to prevent the City’s disclosure of information subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

TAX EXEMPTION: The City is not liable to Respondent for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. The City’s Tax Exemption Certificate will be furnished by the City on request of the Respondent.

CONTRACTUAL LIMITATIONS PERIOD: Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

GOVERNING LAW AND VENUE: Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Fort Bend County, Texas.
1.6 OTHER TERMS AND CONDITIONS

CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon’s Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The Respondent shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of City of Rosenberg. More than one proposal on any one contract from a Respondent or individual under different names shall be grounds for rejection of all proposals in which the Respondent or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between Respondents.

Respondents must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Rosenberg, including affiliations and business and financial relationships such persons may have with City of Rosenberg officers.

By doing business or seeking to do business with the City of Rosenberg, including submitting a response to this Request for Proposals, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Conflict of Interest questionnaire must be completed and submitted with proposal (See Exhibit F-4).

DISCLOSURE OF INTERESTED PERSONS FOR COUNCIL FOR APPROVED CONTRACTS: Under Section 2252.908 of the Tex Gov't Code - The Commission has approved a Certificate of Interested Persons form (generally referenced as Form 1295 – See Exhibit F-9 & F-10), which must be filled out, signed, and submitted to the City at the time of execution of the Contract/Agreement, along with the certification of filing generated from the Commission’s website. The Certificate of Interested Persons form is available on the Commission’s website at https://www.ethics.state.tx.us/tec/1295-Info.htm and the successful Respondent must follow the Commission’s filing process adopted pursuant to the statute.

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL: Contracts for goods and services are subject to the requirements of Section 2270.002, Tex Gov’t Code (H.B. 89). Under the provisions of this statute, the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and
(2) will not boycott Israel during the term of the contract.

The City has approved a verification form, which must be completed and signed by Respondent and submitted to the City as part of their proposal in response to this RFP. The successful Respondent’s completed verification form will be attached to the Contract (See Exhibit F-8).

PURCHASE ORDER: City of Rosenberg shall generate a purchase order to the successful Respondent. The purchase order number must appear on all invoices, packing lists and all related correspondence. City of Rosenberg will not be responsible for any orders placed and/or delivered without a valid purchase order number.

DELIVERY: Any delivery and freight charges (FOB City of Rosenberg designated location) are to be included in the proposal price.

PACKING SLIPS or other suitable shipping documents shall accompany each shipment and shall show:

(a) Respondent company name and address;
(b) Name and address of the City of Rosenberg department the shipment is being made to;
(c) City of Rosenberg purchase order number;
(d) Descriptive information as to the items delivered, including quantity and part numbers.
INVOICES submitted for payment shall be addressed to:

City of Rosenberg  
Utilities Department  
P.O. Box 32  
Rosenberg, TX  77471

and, shall reference the City of Rosenberg and approved purchase order number. Periodic payments will be made within thirty (30) days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

WARRANTY: Successful Respondent shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

PATENTS/COPYRIGHTS: The successful Respondent agrees to protect City of Rosenberg from claims involving infringements of patents and/or copyrights.

TERMINATION OF CONTRACT: The City of Rosenberg reserves the right to terminate the contract immediately in the event the successful Respondent becomes insolvent and/or files for protection under bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that City of Rosenberg may have in law or equity.

Respondent, in submitting this proposal, agrees that City of Rosenberg shall not be liable to prosecution for damages in the event that the City declares the Respondent in default.

NOTICE: Any notice provided by this RFP or required by law to be given to the successful Respondent by City of Rosenberg shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U. S. mail in Rosenberg, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful Respondent at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

ASSIGNMENT: The successful Respondent shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of City of Rosenberg.

2. PROJECT BACKGROUND AND OBJECTIVES

The City of Rosenberg (City) is currently looking to hire an outside Contractor capable of providing full-service operations and maintenance services for the City's three (3) wastewater treatment plants and one (1) reclaimed water station. The City is also considering Alternate Proposals to hire an outside Contractor capable of providing full-service operations and maintenance services for the City's sanitary sewer lift stations and water production, treatment and storage facilities. The Contractor must demonstrate its technical and financial qualifications to provide the services described herein. The Facilities include:

- Wastewater Treatment Plant #1A (2.0 MGD Permitted Average Daily Flow)
- Wastewater Treatment Plant #2 and Reclaimed/Reuse Station (4.5 MGD Permitted Average Daily Flow)
- Wastewater Treatment Plant #3 (.050 MGD Permitted Average Daily Flow Package Plant)
- Alternate #1 – Sanitary Sewer Lift Stations (25, plus 1 under construction)
- Alternate #2 – Water Production, Treatment and Storage Facilities (8) – 7 Groundwater & 1 Surface Water

The City's Wastewater Treatment Plants have been operated by a contract operator since July 2006, and the City desires to continue contracting these services. In June 2014, the Reclaimed/Reuse Water Treatment Facilities were added to the contract. In August 2017, the City added the contract operations of the Sanitary Sewer Lift Stations and Water Treatment Plants. The City prefers to operate and maintain the
Facilities as a single contract package. The City is open to a separate contract for facilities identified as Alternate #1 and Alternate #2, if technically and/or economically beneficial. The benefits must clearly outweigh the burden of managing two or three separate contracts.

The selected Contractor must be dedicated to maintaining the City's objectives of outsourcing operations.

The objectives include:
- Managing operating and capital expenses.
- Minimizing or eliminating permit excursions.
- Removing the day-to-day burden of operating the system.
- Performing inspections and routine maintenance on system equipment.
- Providing technical assistance in addressing future capacity and regulatory issues.
- Operating and maintaining the Facilities in a safe, secure, effective and efficient manner.

The City is seeking qualified applicants capable of providing operation, maintenance, management, and other related services for the Facilities. The Contractor ultimately selected pursuant to the City’s procurement process shall be required to provide various services associated with all or a portion of the Facilities. These may include, but are not limited to, provision of:

- Labor and benefits;
- Utilities;
- Residuals/sludge disposal;
- Odor control systems;
- Process chemicals;
- Laboratory and analytical services;
- Routine maintenance of Facilities equipment;
- Reporting to regulatory agencies;
- Management of the operations and maintenance;
- Preventive maintenance as per manufacturers’ guidelines;
- Risk Management Plan; if required at any time during the contract term
- Vulnerability Assessments/Emergency Response Plan;
- Compliance with Industrial Pretreatment Program;
- Compliance with Storm Water Management Program; and
- Compliance with Texas Commission on Environmental Quality (TCEQ) Texas Pollutant Discharge Elimination System (TPDES) permit.

The Contractor will be responsible for satisfying the TPDES permit requirements and for operating, maintaining, and managing the Facilities in compliance with all other applicable local, state, and federal laws and regulations.

2.1 FACILITY DESCRIPTIONS

2.1.1 WWTP #1A (See Exhibit D-1)

The 2-MGD Rosenberg Wastewater Treatment Plant is an extended aeration method of the activated sludge process facility. Off-site stations pump flow to the head of the plant where it passes through manually cleaned parallel coarse screens. The mechanical bar screen is out of service, and a schedule to replace this piece of equipment has not been established. Raw wastewater flows from the head works to four aeration tanks where it is mixed with return sludge. From the aeration basins the wastewater flows to three clarifiers, where floatable materials are skimmed from the surface and the activated sludge is removed from the bottom zone. The skimmed material is periodically pumped to the aerobic digesters and the activated sludge is continuously returned to the aeration basins. After clarification the wastewater flows into the chlorine contact chamber. 12.5 % sodium hypochlorite (Bleach) is utilized for disinfection, 150 lb. cylinders of sulfur dioxide is utilized for de-chlorination prior to effluent being released. Waste activated sludge from the clarifiers is thickened and treated in the aerobic digester. The digested sludge is dewatered using a city owned trailer mounted Cs21-4 Centrifuge Machine and the Contractor is responsible to dispose of the de-watered sludge as a part of the base contract. The plant is equipped with a non-potable reuse water system for internal processes and use. The plant is also in the engineering design phase of a Capital Project that will include the installation of a diesel-powered standby generator and automatic transfer switch.
After installation of the standby generator, it is anticipated this plant will also participate in an electrical load management program that periodically requires testing and may require mandatory electricity curtailments for specified periods of time throughout the year. The Contractor would be required to respond to all curtailment requests within the time allotted by CenterPoint Energy or other regulatory agencies. (Generally thirty (30) minutes or less.) This treatment facility is currently operated by Si Environmental.

2.1.2 WWTP #2 / RECLAIMED / REUSE FACILITIES (See Exhibit D-1)
The 4.5-MGD Rosenberg Wastewater Treatment Plant is an extended aeration method of the activated sludge process facility. Influent wastewater enters into a deep, abandoned headworks structure and flows into the plant’s lift station and is pumped into the headworks structure where it passes through a mechanically cleaned bar screen. A manually cleaned course screen can also be used if the mechanical bar screen is out of service. The wastewater gravity flows through a mechanical grit removal system and gravity flows into the splitter box, which divides the flow to two (2) parallel aeration tanks. The flow from both aeration tanks passes into a third aeration tank (channel) and then into a splitter box, which divides the flow into three (3) clarifiers. Activated sludge is continuously removed from the clarifiers and returned to the aeration tanks with return activated sludge (RAS/WAS) pumps. A portion of this sludge is also diverted to the aerobic digester. After clarification, the wastewater flows into the disinfection chamber where ultra-violet light (UV) is utilized for disinfection, prior to effluent being released. Waste activated sludge from the clarifiers is thickened and treated in two (2) aerobic digesters. The digested sludge is dewatered using a city owned trailer mounted Cs 21-4 Centrifuge Machine and the Contractor is responsible to dispose of the de-watered sludge as part of the base contract. At the present time, the City has a contract with Magna-Flow that allows liquid sludge from other Domestic Wastewater Treatment Plants to be offloaded into the digester using excess plant capacity. Magna-Flow dewateres the sludge using a mobile belt press and disposes of the dewatered sludge. The City has the right to terminate the agreement with Magna-Flow if the operation interferes with normal plant operations or if excess digester capacity is no longer available.

The plant is equipped with a diesel-powered standby generator with an automatic transfer switch.

The plant participates in an electrical load management program that periodically requires testing and may require mandatory electricity curtailments for specified periods of time throughout the year. The Contractor will be required to respond to all curtailment requests within the time allotted by CenterPoint Energy or other regulatory agencies. (Generally thirty (30) minutes or less.)

The plant effluent discharge structure is also equipped with storm water pumps to maintain a positive effluent discharge flow during high flows in Seabourne Creek that would otherwise create a backup into the plant. The plant is equipped with a non-potable water system for internal processes and use. The plant is also equipped with a Type I reclaimed water pump station and off-site disc-filter system that will be operated and maintained by the Contractor as part of the base contract.

The reclaimed/reuse water stations include an eight-inch (8") reclaimed water line that suctions water from the downstream end of the Wastewater Treatment Plant No. 2 ultraviolet (UV) disinfection basin, two (2) self-priming effluent transmission pumps (slab-mounted, installed adjacent to the existing UV disinfection basin, and equipped with a chlorine bleach injection tap for chlorine residual boosting), a 10-inch (10") PVC force main that carries treated effluent to the Seabourne Creek Park site, two (2) cloth-media disk filters at the Seabourne Creek Park site for final reclaimed water polishing (the final treatment unit), and an 18-inch (18") gravity reclaimed water line that discharges filtered water into the initial storage pond.

Chlorine residual onsite and at the pond may need to be monitored or supplemented to help suppress microbial growth. A chlorine injection tap on the transmission pump discharge header will allow additional chlorine bleach dosing to boost residual as needed to maintain water quality.

The plant also includes a Supervisory Control and Data Acquisition (SCADA) System to aid in process control and operation that will be operated and maintained by the Contractor as part of the base contract. This treatment facility is currently operated by Si Environmental.
2.1.3 WWTP #3 (See Exhibit D-1)
The .050 MGD above ground wastewater treatment plant is an activated sludge process facility. This treatment facility currently serves a small commercial development area located along US Highway 59/I-69 and a future Distribution Center and light industrial development. The wastewater is pumped into the treatment facility via a lift station located adjacent to the facility. Digested sludge from the facility is liquid hauled to WWTP #2 by the Contractor and dewatered for final disposal. Contractor is responsible to dispose of the de-watered sludge as part of the base contract. This treatment facility is currently operated by Si Environmental.

2.1.4 ALTERNATE #1 - SANITARY SEWER LIFT STATIONS (See Exhibit D-2)
The City currently operates twenty-five (25) lift stations, plus one (1) lift station under construction with multiple design and discharge capacities throughout the service area. The Sanitary Sewer Lift Stations are designed to collect and transport sewer from the City of Rosenberg’s sanitary collection system to the City’s Wastewater Treatment Facilities. These stations are primarily equipped with submersible pumps and controls and currently four (4) stations are equipped with automatic transfer switches and standby generators as a redundant power supply. The stations are equipped with SCADA for monitoring and control. All other stations are equipped with manual transfer switches, and the City owns two (2), 235 kW trailer-mounted generators that are available to provide standby power as needed. All of the sanitary sewer lift stations are currently operated by Si Environmental.

2.1.5 ALTERNATE #2 - WATER TREATMENT FACILITIES (See Exhibit D-3)
The City currently operates five (5) groundwater production treatment facilities, with ground and elevated storage, and one (1) ground storage and major pump station that supplies a daily average of 3 MG of treated surface water purchased from the Brazosport Water Authority (BWA). The facilities also include one (1) additional booster pump station, and elevated storage tanks. The disinfection process used at all treatment facilities is Chloramine, utilizing 12.5% Sodium Hypochlorite solution, 40% Liquid Ammonium Sulfate and 70/30 Orthopolyphosphate. The water facilities supply potable drinking water to the entire City of Rosenberg and several surrounding Municipal Utility Districts within the ETJ. The City of Rosenberg water supply system has a current Superior rating that was awarded by the Texas commission on Environmental Quality (TCEQ). The water facilities vary in design capacities and are strategically placed throughout the service area to meet water demand. The groundwater production and major pump station facilities are equipped with standby generators as a redundant power supply source. The facilities are equipped with SCADA for monitoring and control. All of the water treatment facilities are currently operated by Si Environmental.

3. SCOPE OF SERVICES, CONTRACTOR DUTIES, ADDITIONAL TERMS AND CONDITIONS

This scope of services, Contractor duties, and additional terms and conditions shall be part of the final Contract awarded as a result of this RFP. The Contractor shall be responsible for the continuous full-service operations, maintenance, and management of the Facilities commencing on June 1, 2020. This shall include, but not be limited to, equipment, process units, instrumentation and communications equipment, facility roads, and laboratory and building facilities. The Contractor shall furnish all labor, materials, vehicles, equipment, and consumables required for proper operations and maintenance of the Facilities, in a manner that complies with this RFP, the Contract, and all laws, rules, regulations, permits, policies, codes, and industry standards. All work required or performed by the Contractor under the Contract shall meet the standard expected of a prudent operator of a Wastewater / Reclaimed Water System, Water Production and Treatment, and any standard or requirement specified in this RFP.

Contractor shall operate on-site pump stations to minimize backup of wastewater in the collection system and reduce potential for sanitary sewer overflows in the collection system.

The Contractor shall cooperate with the City and the City’s contractors who will be responsible for any upgrades / expansions of the Facilities during the course of the Contract. Contractor shall maintain compliance with all performance standards and applicable laws during such upgrades/expansions. Contractor shall also provide unrestricted access to the City and its agents for the purposes of evaluation, testing, observations, and audits. The City and its agents will work with the Contractor in minimizing disruptions during such events.

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3.1 DEFINITIONS

The terms used in this RFP have the following meanings:

Additional Contract Services means those services provided to the City by the Contractor under the Contract that are not Base Contract Services.

Annual Base Contract Fee means the total Base Contract Fee to be paid to Contractor by the City for Base Contract Services in a given Contract Year.

Base Contract Services means all the services provided to the City by the Contractor under the Contract for a specified sum paid monthly by the City to the Contractor as provided in the Contract.

Base Contract Fee means the specified sum paid monthly by the City to the Contractor for Base Contract Services. This sum remains the same month-to-month and may increase or decrease each Contract Year as defined in the compensation terms of the Contract.

Chemicals means 12.5% sodium hypochlorite, 40% sodium bisulfite, 65% sodium hypochlorite (HTH), 40% liquid ammonium sulfate, 70/30 orthopolyphosphate, polymer and sulfur dioxide.

City means the City of Rosenberg, Texas, a municipal corporation.

Contract means the contract awarded to the successful Respondent pursuant to this RFP.

Contract Year means June 01 to the following May 31 during the Contract Term.

Contractor means the firm or organization awarded the Contract, and who is responsible for operating and maintaining the Facilities on behalf of the City of Rosenberg, Texas, per the Contract.

Day-to-Day Maintenance means daily maintenance duties including but not limited to daily maintenance inspections and checks, preventive and predictive maintenance tasks, and repairs.

Day-to-Day Operations means daily operational duties including but not limited to daily facility inspections and tasks, and water quality and process control decision-making.

Emergency means:

(1) Any hazardous condition relating to the System;

(2) Any degradation or contamination of the System's wastewater treatment plant(s) that results in levels for pollutants that exceed the limits allowed by the City's wastewater discharge permits;

(3) Any condition in the System that, in the opinion of the Contractor or the City, has the potential to develop into any of the emergencies listed above, or

(4) Any condition relating to the System that the City classifies as an Emergency.

EPA means the United States Environmental Protection Agency, or its successor agency by whatever name.

Facilities means the WWTP #1A, WWTP #2, WWTP #3, Reclaimed/Reuse Station owned by the City and/or sanitary sewer lift stations, and/or water production treatment plants and storage tanks (WTP), if the alternate proposals are awarded.

WWTP #1A means the Wastewater Treatment Plant located at 2700 Avenue A, Rosenberg, TX.

WWTP #2 means the Wastewater Treatment Plant located at 3650 N. Fairground Road, Rosenberg, TX.
WWTP #3 means the Wastewater Treatment Plant located at 411 Cottonwood Church Road, Rosenberg, TX.

Reclaimed Water Facility means the reclaimed water facility located at 3650 N. Fairgrounds Road, Rosenberg, TX, adjacent to WWTP #2, and the reuse station located at Seabourne Creek Park, 3827 1/5 SH 36S.

Lift Stations means Sanitary Sewer Lift Stations (see Exhibit D-2 for detailed list).

WTPs means the Water Production Treatment Plants, Pumping and Storage Tanks (see Exhibit D-3 for detailed list).

O&M means operations and maintenance.

Repair or Repairs means any work required at a particular location on components of the System to prevent a failure in the System's operations or to maintain or restore the System's normal operations. May include full or partial replacement of a component.

System means:

(1) The Facilities, and.

(2) Any additions, improvements or expansion of the Facilities.

System Capital Improvement means any planned work, parts, or equipment for the System for which funds have been appropriated in the City's approved budget.

TCEQ means the Texas Commission on Environmental Quality, or its successor agency by whatever name.

Working Day means any Monday through Friday that is not a City designated holiday.

WWTPs mean the WWTP #1A, WWTP #2, and WWTP #3. The term does not include the Reclaimed Water Facility.

3.2 OPERATIONS

3.2.1 Wastewater Treatment Facilities and Reclaimed/Reuse Stations

The Contractor shall be responsible for the continuous full-service operations, maintenance, and management of the facilities in accordance with relevant operation and maintenance manuals for the facilities, Applicable Law, and the Discharge Permits. This includes, but is not limited to, equipment, process units, facility roads, internal drainage, and laboratory and building facilities. The Contractor shall furnish and provide all labor, materials, vehicles, fuel and oil, telephone service, equipment, and consumables, including an on-site routine stock of chemicals necessary for the operations and maintenance of the System Facilities and in a manner that complies with all laws, rules, regulation, permits, policies, codes and industry standards. The Services include, but are not limited to:

(a) Treatment of wastewater influent delivered to the Facilities;

(b) Routine preventive and predictive maintenance of the Facilities, including but not limited to operating and exercising all pumps, motors, mechanical and electrical equipment on a regular basis, cleaning and painting of equipment, piping, valves, and process unit structures;

(c) Repair and maintenance Facilities’ equipment;

(d) Laboratory testing and analysis;
(e) Processing and disposal of process residue and sludge,

(f) Operation and maintenance of Type I Reclaimed Water pump and filter equipment; including the treatment, laboratory testing and analysis of Type I Reclaimed Reuse Water effluent, and

(g) Preparation and prompt delivery of all applicable and required filings, including discharge reports to, City and to regulatory agencies as prescribed by Applicable Law.

Contractor shall operate the City’s on-site pump stations and storm peaking basins to minimize backup of wastewater in the collection system and to the greatest extent practicable, eliminate the potential for sanitary sewer overflows in the collection system. Contractor shall operate and maintain on-site non-potable reuse water pump stations in a manner that will maintain adequate pressure and volume to all equipment, including wash-down water. Contractor will also maintain the Type I reclaimed water pump station at WWTP No. 2 and the Type I reclaimed water disc-filters located at Seabourne Creek Park. Contractor shall promptly respond to electrical power curtailment requests and orders within the required time as specified by the City’s Retail Electric Provider, the electrical distribution system company, or any regulatory entity.

The Contractor shall perform, at a minimum of once per week, process control analysis for MLSS, VSS, SS, Influent and effluent TSS, CBOD, NH3, ph and/or others analysis in order to comply with TCEQ and EPA Rules and Regulations and must follow City of Rosenberg’s Wastewater Treatment process control plan.

3.2.2 Sanitary Sewer Lift Stations– Alternate #1

The Contractor shall be responsible for the continuous full-service operations, maintenance, and management of the sanitary sewer lift stations in accordance with relevant operation and maintenance manuals for the facilities, Applicable Law, rules, regulations and any Permits. This includes, but is not limited to, equipment, wet wells, sanitary sewer lift stations, facility roads, internal drainage, and building facilities. The Contractor shall furnish and provide all labor, materials, vehicles, fuel and oil, telephone service, equipment, and consumables, including an on-site routine stock of chemicals necessary for the operations and maintenance of the lift stations in accordance with this Contract and in a manner that complies with this Contract and all laws, rules, regulation, permits, policies, codes and industry standards. The Services include, but are not limited to:

(a) collection and pumpage of sanitary sewer produced by the City and delivered to the WWTPs;

(b) monitor all of the Facilities’ SCADA and instrumentation and coordinate with the City for any needed adjustments to wetwell levels, sanitary sewer lift station pump settings and alarms;

(c) routine preventive and predictive maintenance of the lift stations, including but not limited to operating and exercising all pumps, motors, mechanical and electrical equipment on a regular basis, cleaning and painting of equipment, piping and valves;

(d) repair and maintenance of lift station equipment;

(e) work closely with City and provide expertise, knowledge and advice to evaluate, troubleshoot, prepare and implement corrective action plan(s) as may be necessary to mitigate operational issues or customer complaints; and,

(f) preparation and prompt delivery of all applicable and required regulatory reports, filings, including monitoring reports to, City and to regulatory agencies as prescribed by Applicable Laws, Rules and Regulations.

Contractor shall operate the City’s sanitary sewer lift stations in a manner that will minimize backup of wastewater in the collection system and to the greatest extent practicable, eliminate the potential for sanitary sewer overflows in the collection system.
3.2.3 Water Plants – Alternate #2

The Contractor shall be responsible for the continuous full-service operations, maintenance, and management of the water plants and associated storage facilities (WTPs) in accordance with relevant operation and maintenance manuals for the facilities, Applicable Law, rules, regulations and any Permits. This includes, but is not limited to, equipment, wells, booster pumps, ground and elevated water storage tanks, facility roads, internal drainage, and building facilities. The Contractor shall furnish and provide all labor, materials, vehicles, fuel and oil, telephone service, equipment, and consumables, including an on-site routine stock of chemicals necessary for the operations and maintenance of the WTPs in a manner that complies with all laws, rules, regulation, permits, policies, codes and industry standards. The Services include, but are not limited to:

(a) disinfection and treatment of potable ground water produced by the City’s wells and surface water delivered to the City;

(b) monitor all of the WTPs’ SCADA and instrumentation and coordinate with the City for any needed adjustments to water well and pump settings, water tank levels, water distribution system pressures and alarms;

(c) monitor surface water delivery from the Brazosport Water Authority and regulate water plant and storage tank levels and settings as necessary to ensure beneficial use of all delivered surface water in lieu of groundwater;

(d) routine preventive and predictive maintenance of the WTP’s, including but not limited to operating and exercising all water wells, pumps, motors, mechanical and electrical equipment on a regular basis, overflowing of ground and elevated water storage tanks to flush oil and floating contaminants, cleaning and painting of equipment, piping and valves;

(e) repair and maintenance of WTPs’ equipment;

(f) water plant and distribution system testing for chloramine disinfection;

(g) perform monthly dead-end fire hydrant and blow-off valve flushing in accordance with TCEQ rules, City requirements and AWWA standards;

(h) coordinate and manage “free chlorine burns” in the distribution system to control nitrification, or other water quality related issues;

(i) work closely with City and provide expertise, knowledge and advice to evaluate, troubleshoot, prepare and implement corrective action plan(s) as may be necessary to mitigate operational issues or customer complaints;

(j) preparation and prompt delivery of all applicable and required regulatory reports, filings, including disinfection monitoring reports to, City and to regulatory agencies as prescribed by Applicable Laws, Rules and Regulations.

Contractor shall also provide unrestricted access to the City and its agents for the purposes of evaluation, testing, observations, and audits. The City and its agents will work with the Contractor in minimizing disruptions during such events.

3.2.4 Permits

The Contractor shall operate the facilities in compliance with applicable federal, state and local regulations and permit requirements, including storm water pollution prevention plans. Compliance with discharge permits (including the reuse authorization of Type I reclaimed water from WWTP #2), shall include all effluent quality monitoring, testing and reporting requirements. The Contractor shall assist the City with any requests from the TCEQ or EPA for any additional information, records or plant data as part of basic services. The City shall be responsible for costs associated with permit
renewal, with the exception of laboratory testing and reporting data for permit renewals. The Contractor shall be responsible for costs associated with providing necessary laboratory testing and reporting data for TPDES wastewater permit renewals. Copies of the discharge permits for each of the Facilities are found in Exhibit “A” attached to the RFP.

Contractor shall be responsible for all fines and penalties associated with permit violations not resulting from emergency conditions caused by acts of nature.

3.2.5 Utilities

The City will provide potable water and wastewater service to the facilities at no charge. Additionally, the City will be responsible for paying electricity, natural gas, and telephone service costs, if provided.

The facilities may participate in an electrical load management program that periodically requires testing and may require mandatory electricity curtailments for specified periods of time throughout the year. The Contractor will be required to respond to all curtailment requests (including tests) within the time specified by CenterPoint Energy, or other regulatory agencies. (Generally less than thirty (30) minutes.) The Contractor shall be responsible to reimburse the City for any electrical power-load management incentive payments, rebates or other monies that are withheld from the City due to a failure to curtail electrical power demand within the allotted time requirements. The Contractor shall be responsible to reimburse the City for any penalties or fines assessed to the City for failing to curtail the required electrical power demand.

The City shall be responsible to provide fuel for on-site, standby-generator(s). The Contractor shall be responsible for the continued operation and maintenance of the reclaimed/reuse stations and related equipment, as part of the base contract. In the event of an electrical service disruption, the Contractor shall be responsible to restore the reclaimed/reuse stations within a reasonable amount of time. Potable water shall not be used for non-potable purposes, except for emergencies. The City reserves the right to deduct potable water costs from the base contract amount on a monthly basis, if the Contractor fails to diligently restore service and operate the non-potable water system.

3.2.6 Chemicals and UV Disinfection Components

The Contractor shall purchase and maintain an inventory of chemicals and UV disinfection components used or required to efficiently operate and maintain the WWTPs. These chemicals and UV disinfection components shall include but not be limited to:

- Polymer
- Laboratory Chemicals
- Chlorination / De-chlorination Chemicals
- UV Disinfection Bulbs and Ballasts
- UV Disinfection Bulb Cleaning Chemicals

As a part of the Base Cost Proposal, the Contractor shall include a cost for chemicals and a per unit cost for the replacement of UV disinfection bulbs and ballasts, including all associated labor to remove and replace each.

3.2.7 Odor Control

Contractor shall operate the WWTPs and Sanitary Sewer Lift Station Facilities (if the Alternate Proposal is awarded) within the limits and capabilities of the Facilities’ equipment to effectively control odor and noise; and ensure that there is no avoidable disruption to the adjacent neighborhoods.

3.2.8 Customer Complaints / Public Relations

The Contractor shall function as the first and primary responder to all complaints, including noise and odor, pertaining to the Facilities. Complaints shall be tracked, and the Contractor shall notify the City of all complaints within four (4) hours of their receipt and provide the name, address, phone number, or email address, date and time. Contractor shall deal in a professional manner with
residents and community groups that have concerns pertaining to odor or other facets of plant operations. Within forty-eight (48) hours of receipt of complaint, Contractor will provide the City with a written summary report detailing the complaint and corrective actions, taken or planned.

3.2.9 Communications

The Contractor shall maintain and operate a communications system twenty-four (24) hours a day so that it can communicate with its employees in the field and respond to requests for service. The Contractor shall, as requested by the City, monitor telemetric signal devices installed at any of the Facilities and notify the City if any major malfunction or disruption or other significant or unusual event involving the system occurs.

The Contractor shall maintain a regional operations office in South Texas. The office shall maintain the same business hours as those maintained by the City unless pre-approved by the City.

3.2.10 Laboratory Testing

The Contractor shall perform monitoring, sampling, testing, laboratory analyses and coordination of tests done by an outside certified laboratory (as needed), and reporting for influent and effluent parameters, including the Type I reclaimed water, as necessary for process control and to ensure compliance with all applicable permits, regulations, and laws. Sampling and analysis shall be performed in compliance with permit specified methods and standards. The Contractor shall also conduct all process control monitoring and testing as recommended by the TCEQ to ensure efficient operation. The Contractor shall be responsible for all lab testing and monitoring (including costs) required as a part of TPDES permit renewals. Costs for all laboratory testing shall be included in the monthly Base Contract fee.

3.2.11 Training

The Contractor shall provide training for O&M personnel in areas of operations, maintenance, safety, plant management and supervision, laboratory, clerical, accounting etc. The Contractor shall develop and implement a written safety program specific for plant operation and maintenance. Compliance with OSHA requirements shall be the specific responsibility of the Contractor.

3.2.12 Staffing

The Contractor shall submit a staffing plan (“Staffing Plan”) and organizational chart as part of the cost proposal. The Staffing Plan and associated organization chart will identify management and O&M personnel assigned to the City’s Facilities. Offsite management staff, additional support staff shall be included in the Staffing Plan. Labor classification and associated salaries shall be included as part of the Cost Proposal. All O&M personnel including the Chief Operator shall possess and maintain the appropriate levels of certification required by the TCEQ and the State of Texas during the entire period of the Contract. The Chief Operator and all full-time employees shall be dedicated solely to this project and available on-site during normal City business hours at one of the Facilities. All operational duties are the responsibility of the primary Contractor, and at no time shall the Contractor subcontract Day-to-Day Operations or Day-to-Day Maintenance at the Facilities. At a minimum, the Contractor shall provide full-time staff for the positions and qualifications presented in Exhibit “B” attached to this RFP.

A list of proposed sub-contractors for major work elements and their role shall be included in Exhibit E. The City reserves the right to approve or reject the use of any sub-contractor for the O&M of the Facilities. All sub-contractors shall meet the Contractor’s Emergency Response Plan and security requirements pertaining to the Facilities. Additional administrative requirements for subcontractors are included in Section 4.6.

Contractor staff approval shall be subject to passing drug testing and security checks, conducted at the expense of the Contractor. The holiday schedule for the Contractor personnel shall not exceed the City’s holiday list and the hours of operation shall be in conformance with Section 4.3.

Any change in the Staffing Plan and personnel shall require notification to the City, and Contractor shall not reduce the number or qualifications of the staff without City authorization. Failure to
provide diligent efforts to comply with the Staffing Plan for a period in excess of sixty (60) days, either in the number of O&M Personnel or qualifications (certifications etc.), will result in the City withholding up to 20% of the monthly payment to the Contractor until deficiencies are addressed and the Contractor is in compliance with the Staffing Plan. During the sixty (60) day interim, the Contractor may use available non-dedicated personnel to ensure compliant operations. Withheld payment will not be subject to interest payments. Contractor will be reimbursed this amount minus the associated labor rate (including benefit burden as applicable) for the classification of absent personnel extended over the time frame of absence.

In the Cost Proposal, management and dedicated O&M staff are part of the monthly Base Contract Fee. Include labor classifications and associated hourly/ overtime rates in the Labor Schedule as part of the Cost Proposal (Exhibit E).

3.2.13 Pre-treatment

If required in the future, and if authorized by the City, the Contractor will develop and implement an Industrial Pre-Treatment Program for the City. The fee associated with the development of the Pre-treatment Program will be negotiated during the course of the contract, as required.

3.2.14 Risk Management Program

Each facility may be required to have a site specific Risk Management Plan (RMP). The Contractor shall serve as the first responder for each facility and will be responsible to keep the RMP updated. The Contractor shall be responsible to prepare any Federal or State required plans, reports or documents as necessary to ensure compliance, as needed. This includes, but is not limited to PSM/RMP Audit Reports, Process Hazards Analysis, Off-site Consequence Analysis and provide representation and documents for any Federal or State Inspections, Audits or Investigations, as required by the City.

3.2.15 Storm Water Management

Contractor shall be responsible for conducting storm water pollution prevention inspections according to facility-specific standard operating procedures and maintaining compliance with the City’s storm water management program.

3.2.16 Facility Updates and Expansions

As changes and repairs are made to the Facilities, the Contractor will maintain and update the as-built maps, Facility drawings, and manuals. These will be provided to the City in a hand-edited draft form.

3.2.17 Operation and Maintenance Manuals

The Contractor will maintain and update an operation and maintenance manual for each Facility.

3.3 MAINTENANCE

The Contractor shall provide sufficient number of qualified personnel to perform routine and preventive maintenance for all the Facilities. The Contractor shall provide all labor, tools, material and equipment required to perform maintenance at all facilities. Costs to perform routine and preventative maintenance shall be included in the Base Contract fee.

3.3.1 Routine & Preventive Equipment Maintenance

Contractor shall perform routine maintenance on all equipment as recommended by and in accordance with the manufacturer’s O&M Manuals. In addition, maintenance shall include but not be limited to operating and exercising all pumps, motors, mechanical and electrical equipment on a regularly scheduled basis, cleaning and painting of equipment, piping, valves and process unit structures. The Contractor shall undertake a proactive maintenance program including preventive and predictive programs, as well as necessary corrective maintenance. Such maintenance
programs shall be designed in conformance with the equipment manufacturer's requirements. If no manual is available, the Contractor shall make a good faith effort to contact the manufacturer for maintenance recommendations and/or adopt a best-practices maintenance schedule for the equipment. The Contractor shall provide maintenance software that tracks and documents maintenance. Contractor shall maintain detailed log of all maintenance activities and shall not modify or alter computer-generated documents without the City's written approval. Maintenance records shall include equipment Run Time records. The Contractor will provide the City with a chronological list of scheduled preventive maintenance for approval within sixty (60) days of Contract execution and thereafter by June 15 of each Contract Year. The Contractor shall have a functioning maintenance software program implemented for the Facilities within one hundred eighty (180) days of the Contract start date.

In addition to the manufacturer's recommended maintenance schedules, the City has also identified the following maintenance items:

A. Once each contract year, the Contractor shall inspect and affect any necessary repairs to each control panel at all facilities as follows:
   (a) Inspect for potential problems by opening each panel and visually inspecting for loose connections, evidence of corrosion, arcing, or any unusual accumulation of particles.
   (b) Complete infrared analysis to pinpoint any potential problems and pump cables and motors will be megged.
   (c) Test all floats and all control circuits.
   (d) If the station has telemetry, test all alarms for correct operation.

B. Once each contract year, the Contractor shall inspect and repair each submersible pump at all the facilities that shall include the following:
   (a) Each pump will be pulled from the wet well;
   (b) Wear rings and impellers will be checked for wear; Pump volute will be removed if necessary to accommodate a complete and thorough inspection;
   (c) The oil in the pump housing will be inspected for water intrusion;
   (d) Lifting cables and pumps will be inspected, then reinstalled in the well; and.
   (e) Complete an amperage draw test to assure the correct amperage draw.

C. The Contractor will check for leaks in System piping, fittings, walls or floors. The Contractor will, at least quarterly, operate and, if needed, lubricate each valve and gate.

D. The Contractor's observation of aging or damaged equipment and infrastructure shall be reported to the City during the budget process, at a minimum. The Contractor's annual estimated operations budget shall include recommendations for City capital repairs and replacements.

E. The Contractor shall provide work orders/repair history to the City upon completion or at monthly intervals.

Contractor shall complete and have available for review a copy of its predictive and preventive maintenance program as part of the Proposal.

3.3.2 Warranty Maintenance

The Contractor shall perform maintenance required to maintain equipment warranties. The Contractor shall be responsible for maintaining all manufacturers’ warranties on new equipment purchased by the City as part of repairs or capital improvements. Contractor shall assist the City in enforcing existing equipment warranties and guarantees.

The Contractor guarantees its workmanship on any work it performs on the System for one (1) calendar year following the date of the completion of the work. The Contractor will correct any defect found in the workmanship in the one-year period without cost to the City.
3.3.3 Basin Cleaning & Inspection

Taking basins out of service for cleaning and inspection as required to maintain optimum treatment plant performance will be negotiated as additional services during the course of the contract, provided the Contractor operates the plant in an efficient manner fully and continually utilizing the treatment processes and equipment at each plant. Accumulated solids, debris and grit shall be removed and disposed by the Contractor as part of this additional service, provided the Contractor operates the plant in an efficient manner fully utilizing the treatment processes and equipment at each plant.

Basin cleaning, including removal and disposal of accumulated solids, debris and grit as a result of the Contractors neglect or failure to properly and efficiently operate the plant and equipment shall be considered a part of the base contract.

3.3.4 Building & Facility Maintenance

The Contractor shall provide routine maintenance and housekeeping functions for the plant buildings and site facilities, including but not limited to:

- Janitorial services
- Plumbing and electrical maintenance
- Building consumables
- Upkeep of building interiors and exteriors including but not limited to window washing; exterior washing; maintenance/ replacement of flooring, tile, carpet; and painting.

3.3.5 Site Maintenance

The Contractor shall maintain the facilities in a neat, clean and litter free condition. The Contractor shall maintain fencing, lighting, signage, roadways, and drainage at the Facilities.

3.3.6 Security and Visitors

The Contractor shall also maintain the security of the Facilities and take all reasonable actions to limit vandalism and other similar problems.

All visitors not associated with routine operations and maintenance of the facilities will require prior written approval from the City for admittance.

3.3.7 Repairs and Replacements

The Contractor shall promptly make any necessary repairs it discovers during operations, inspections or other activities. Repairs shall be specific to individual pieces of equipment. Any existing equipment that has been replaced/removed shall be returned back to the City.

Where the Contractor determines that a condition at the facility constitutes an emergency, the Contractor shall begin making repairs within one (1) hour of the determination. If Contractor estimates the repair will cost more than two-thousand dollars ($2,000), the Contractor shall promptly inform the City of the repair.

The Contractor shall schedule any repair which is not an emergency on a priority basis; unless the City requests the Contractor make an earlier response. The Contractor shall begin work to correct any repair which is not an emergency within one (1) week of the determination that the repair is needed. If the Contractor estimates that the non-emergency repair will exceed two-thousand dollars ($2,000), the Contractor shall contact the City for approval before beginning the repair. The City shall approve or reject the repair within forty-eight (48) hours of receiving the Contractor’s notification.

When requested by the City, the Contractor shall submit documentation of the cost effectiveness of “repair vs. replacement” to assist the City in an expenditure decision.
When requested by the City, the Contractor shall solicit three (3) bids for the repair work prior to starting the work.

Any parts or materials installed as part of the repair shall become the property of the City.

The basis for inclusion of repairs as Basic Services is as follows:

- The first two-thousand dollars ($2,000) incurred by the Contractor to make the repair.
- Routine and Preventative Maintenance, as provided in the Routine and Preventative Equipment Maintenance and Warranty Maintenance Sections of this RFP.
- The entire cost of a repair exceeding two-thousand dollars ($2,000) which is not an emergency, if the Contractor fails to obtain the written approval of the City prior to making the repair.
- The total repair cost if the repair is required because of the act or omission of the Contractor, its officers, employees, agents, or sub-contractors.

The basis for inclusion of repairs as Additional Services is as follows:

- Any amount over two-thousand dollars ($2,000) of the Contractor’s cost to make the repair if the costs are not included in the Basic Services as defined above.

The Contractor’s cost to make repairs shall include the Contractor’s actual costs for personnel, equipment, parts, and materials. In calculating the Contractor’s actual costs, the Contractor shall include any payments, rebates, credits, discounts, benefits, and other items of value received by the Contractor from the vendor resulting from the purchase of the parts, materials, or services. The Contractor shall include a personnel and equipment rate schedule for repairs as part of the proposal.

The City will not entertain any markup on costs pertaining to parts, materials, rentals and sub-contractors. Labor and equipment costs for dedicated O&M personnel and equipment shall not be included in the costs for repair.

3.3.8 Sludge Disposal and Hauling

The Contractor shall assume sludge disposal responsibility, and shall remove and dispose of all wastewater sludge from the facilities as needed to assure permit compliance and maximum System capacity and efficiency. The Contractor shall be responsible for the transport of the City’s trailer mounted centrifuge unit to and from the Wastewater Treatment Plants as needed. The Contractor will provide for the collection, hauling, annual testing, and disposal of wastewater generated solid waste, sludge and scum to existing and approved disposal sites. Contractor will analyze and properly dispose of all byproducts waste generated at the treatment facilities. Each Contract Year, the Contractor shall provide estimated quantity of wastewater sludge to be disposed for the following Contract Year, the method of disposal, unit cost and the location of disposal.

Solid waste, screenings and grit will be disposed of utilizing the City’s solid waste collection and disposal service contractor.

The Contractor shall be responsible for disposal of all sludge produced at the facilities in accordance with local, state, and federal regulations.

As part of the Base Cost Proposal, the Contractor shall include a cost for disposal of sludge per Exhibits E-1.

The City currently has a contract that allows liquid sludge from other domestic wastewater treatment plants to be offloaded into the digester at Wastewater Treatment Plant #2, using excess digester capacity. The City maintains the right to terminate the agreement with Magna-Flow. At such time the agreement is terminated, the Contractor shall immediately assume sludge disposal responsibility, using the City-owned centrifuge. The additional sludge disposal and polymer costs would be in addition to the Basic Cost Proposal at a cost agreed upon by the City and Contractor. Contractor may be required to obtain a minimum of three (3) competitive price quotes as a part of the cost determination.
3.4 EMERGENCY OPERATIONS

The Contractor shall operate the Facilities during emergency conditions unless the Contractor and the City agree the circumstances pose an eminent health and safety risk for Contract personnel. The Contractor will provide all dedicated staff for the Facilities, or if available, for other assigned City services during an emergency unless the emergency poses a health and safety risk to Contract personnel. The Contractor shall develop an emergency and contingency operations plan ("Emergency Response Plan") which shall include response time and team members and submit the plan to the City for approval within thirty (30) days of Contract execution. These plans shall be reviewed annually at a minimum by the Contractor, and revised as necessary and shall include interaction and coordination with local enforcement agencies and other relevant agencies and jurisdictions. The plan shall include management of all systems and materials that may pose a threat to the safety of workers or adjacent properties. In the event of evacuation, the Chief Operator will report to the City’s designated Emergency Operations Center or other location specified by the Executive Director of Public Services.

As part of the proposal, the Contractor shall include an approach to working with the City and other agencies during emergencies.

Upon the request of the City, the Contractor shall make additional personnel and equipment available in response to a storm, hurricane, or other natural disaster. The cost of providing the additional personnel shall be included as Additional Contract Services in accordance with the Personnel & Equipment Rate Schedule.

3.5 REPORTING

3.5.1 TCEQ Compliance Reporting

The Contractor shall prepare and submit all required monthly compliance reports to the TCEQ. The Contractor shall also prepare and submit any other operational or compliance report required by the TCEQ, EPA or any other Local, State or Federal agency relating to the operation of the WWTPs, including Type I reclaimed water authorization, Stormwater Pollution Prevention Plans, and other Facilities.

3.5.2 Monthly O&M Reports to the City

The Contractor shall submit to the City a monthly operations report before the 25th calendar day of each following month. The City requires electronic transmission of these Reports, in pdf format. This report shall include the following information for the previous month:

- Copy of Operations Log and TCEQ Operations report.
- Itemized list of all Basic Services & approved Additional Services
- Copies of Sludge and waste hauling & disposal manifests (maintain on-site)
- Copies of chemical invoices
- Preventive Maintenance activity reports
- Copies of all reports and correspondence received by or made by the Contractor to local, state and federal agencies on behalf of the City
- Copy of each TCEQ & EPA self-monitoring discharge and water reuse monthly effluent reports
- Metered flow data for each Facility
- Forecast of next month’s activities, including preventative maintenance
- Storm Water Pollution Prevention inspection forms
- Staff FTEs for the month
- Completed work order activity report of tasks, frequency and man-hour requirements
- Corrective maintenance and repair activities report
- Summary of dated analytical tests and results
- Outstanding issues including any insurance claims filed or pending,
- Upset occurrences
- Permit violations
- Monthly complaints log
Visitors Log (maintain on-site)

The Contractor shall meet with the City to discuss the Report and other issues related to O&M of the facilities.

3.5.3 Annual O&M Reports to the City

Within one (1) month after the end of a contract year, the Contractor shall submit to the City a Summary Operations report which shall include but not be limited to:

- A summary of Basic Contract Services and Additional Contract Services billed by month, including a summary of Additional Contract Services provided.
- Estimated quantity and cost of chemicals (and sludge disposal costs) for the next Contract Year.

On or before April 01 of each Contract Year, the Contractor shall submit detailed written operations budget information to the City of the next Contract Year that complies with the format and detail requested by the City. At a minimum, the information shall include:

A. Itemized projected expenditures separated into expenditures that are included in the Base Contract Services and those that are included as Additional Contract Services;

B. The estimated quantity of treatment chemicals and UV disinfection bulbs, ballasts and components, and sludge-hauling and disposal volumes required for the next Contract Year, the cost of the chemicals and UV disinfection bulbs, ballasts and components, and sludge-hauling and disposal, and the frequency and cost of wastewater laboratory analysis for the next Contract Year;

C. Recommended changes in procedures; and

D. Other information as requested by the City.

E. Recommended Capital Improvements for the following year. The City requires electronic transmission of these Reports, in pdf and Microsoft Word format.

3.5.4 Computer Access

The City will provide and be responsible for maintaining a functional SCADA system at the Facilities that the Contractor will be able to fully access and utilize in order to discharge its duties.

4. CONTRACT ADMINISTRATIVE ISSUES

4.1 PERFORMANCE STANDARDS AND REQUIREMENTS

The City has established several performance standards required for compliance with the Service Contract. Compliance with these standards/requirements will be used for evaluating the performance of the Contractor.

These include:

Staffing – Compliance with Staffing Plan and minimizing changes to O&M personnel, if any. Adherence to Standard Operating Procedures (SOP’s).

Permit & Reporting Compliance – Meeting TPDES effluent water quality requirements and compliance with all sampling and reporting requirements.

Monthly & Annual reports – Timely submission and compliance with requirements outlined for monthly and annual reports to the City.
**Financial** – Ability to lower O&M costs without compromising permit compliance and facility upkeep.

**Innovative Approaches** – Demonstrated ability of Contractor to develop innovative approaches to energy savings, sludge processing and disposal and other facets of plant operation.

**Safety Record** – Compliance with OSHA requirements and site specific Safety Plan to be developed by Contractor.

**Emergency Operations** –
- Development of Emergency Operation Plan that takes into account emergency/abnormal conditions that may arise and coordination requirements with other agencies.
- Ability to localize emergencies to the facilities and maintain treatment capability during emergency situations.
- Ability to restore treatment capability as quickly as possible following emergency situations.

**Maintenance & Repair** –
- Implement a maintenance management system that documents process unit specific maintenance man-hours. System must be fully implemented and in use within one hundred eighty (180) days of the Contract start date.
- Implementation of a preventive maintenance program that demonstrates reduction in repair and capital improvement costs.
- Ability to correct deficiencies within one (1) month of identification or, if not practical, develop an Action Plan and Schedule to correct deficiency.

**Operations** –
- Meeting permit limits.
- Minimize odor and noise issues.
- Respond to and minimize complaints.
- Apply a sampling and testing protocol for efficient process control.
- Ability to correct permit violations resulting from flow exceeding permit limits within twenty (20) calendar days.
- Responsible and effective use of chemicals.

**4.2 SCOPE CHANGE**

If any significant and material changes to the scope of services for the facilities should occur, including changes in regulatory compliance requirements as determined by the City, the Contractor, and the City shall be entitled to negotiate in good faith a change in compensation for such change in services. These negotiations shall be completed within sixty (60) days. If no negotiated agreement is reached within the sixty (60) days, the contract may be terminated in accordance with the Termination Section herein.

The representatives of the City and the Contractor may by mutual agreement amend provisions contained in the Contract that relates solely to the manner or method of performing an obligation or requirement of the Contract without the approval of the City Council, if the amendment does not change the amount of compensation to be paid by the City under the Agreement, materially change the scope or type of work required of the Contractor, or materially increase the obligation of either party.

**4.3 HOURS OF OPERATION**

The Contractor shall operate the facilities twenty-four (24) hours a day, seven (7) days a week and three hundred sixty-five (365) days a year. The Contractor shall provide a full operation and maintenance staff during the City business hours on normal work days (8:00 A.M. to 5:00 P.M., Monday through Friday) but may operate the facilities with a reduced staff during the non-regular business hours and on weekends and City holidays. At least one (1) TCEQ licensed operator shall be on duty pursuant to “on-call” status during non-regular business hours. The on-call TCEQ licensed operator shall be able to respond and arrive at any of the Rosenberg facilities within one (1) hour after the Contractor receives initial notification of a potential problem, by any means of communication.
The following are official holidays for the City of Rosenberg*:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
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<tbody>
<tr>
<td>New Year’s Day</td>
<td>Fort Bend County Fair Day</td>
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<tr>
<td>Martin Luther King, Jr.</td>
<td>Veterans Day</td>
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<tr>
<td>Good Friday</td>
<td>Thanksgiving Day</td>
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<tr>
<td>Memorial Day</td>
<td>Friday following Thanksgiving Day</td>
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<tr>
<td>Independence Day</td>
<td>Christmas Eve</td>
</tr>
<tr>
<td>Labor Day</td>
<td>Christmas Day</td>
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*Official holidays are subject to change at any time at the sole discretion of the City.

4.4 INSURANCE REQUIREMENTS

The Contractor shall procure and maintain during this Agreement insurance against claims for injuries to persons or damages to property relating to the performance of this Agreement by the Contractor, its officers and employees.

The Contractor shall abide by the requirements for all Insurance Documents as stated in Exhibit F-7.

The Contractor shall notify the City of any claim filed against the Contractor relating to the operation of the System or arising from any activity of the Contractor or its sub-contractors in the performance of this Agreement. The Contractor shall promptly submit any claim involving the act or omission of the Contractor to its insurance carrier.

4.5 PENALTIES

Contractor shall pay, without reimbursement from the City, any and all fines, violations and penalties as imposed by the TCEQ, US EPA, or other governmental agency or authority, for drinking water quality violations, discharge of effluent and Type I reclaimed water, from the WWTP that violates permits or for other issues pertaining to the O&M of the WWTPs, Reclaimed/Reuse Stations, Sanitary Sewer Lift Stations, and Water Facilities that violate Federal/State/Local Laws and Regulations, including but not limited to the RMP and Stormwater Pollution Prevention Plans.

Fines and penalties associated with violations that are a result of an act of nature and are not a result of Contractor’s negligence or omission will be reimbursed by the City.

Contractor shall be responsible for fines, violations and penalties resulting from sanitary sewer overflows (SSOs) within the City’s collection system that are a direct result of Contractor negligence or operations. It is the City’s intent to minimize SSOs to the extent possible by localizing peak wet weather flow issues to the WWTPs. Contractor shall be responsible for fines, violations and penalties related to the Type I reclaimed water at the Seabourne Creek Reuse Facilities as a result of Contractor negligence or operations.

4.6 SUB-CONTRACTORS

Sub-contractors to be used by the Contractor shall meet the insurance requirements required by the City. Sub-contractors shall be considered agents of the Contractor under the terms of this contract. The Contractor shall provide full-time supervision of all sub-contractors and assure that the sub-contractor complies with all the requirements of the Contract in performing the work. A list of such subcontractors shall be submitted as part of the cost proposals.

4.7 AUDITS

The City shall also have the right, at its cost, to inspect or audit the Contractor’s books and records for the project for any Contract Year to determine whether the Contractor has complied with the Contract. Such audits may be performed by the City or an independent firm and are not limited to the Contractor but shall extend to subcontractors and such entities used at the facility. Facility performance audits may be performed at random and without any required prior notification. Reasonable time will be given to produce any documents requested by the auditor.
4.8 DAMAGES TO FACILITY & EQUIPMENT

The Contractor shall pay for, without reimbursement from the City, the repair/replacement of any and all damages to equipment and facilities caused by the Contractor’s negligence, omissions or non-conformance with O&M requirements including the Contractor’s SOP.

The Contractor is not required to repair any or all portions of damage to equipment and facilities caused by flood, fire, explosion, riot, revolution, civil disturbance, war, other acts of nature or other causes beyond the control of the Contractor or due to the acts or omissions of any other person other than the Contractor, its employees, agents or sub-contractors; except upon the request and at the expense of the City.

4.9 DUTIES OF THE CITY

All land, buildings, improvements, and equipment, which are presently in place, or new facilities, which will be added by Capital Improvement Projects, shall remain the property of the City. The City, however, shall make all such facilities available to the Contractor for the purpose of providing the requested services.

Expendable supplies and spare parts which are on hand on the day and date of the contract shall be inventoried. The Contractor shall have access to these materials during the duration of the contract, but shall maintain the inventory such that at the end of the contract period, the City’s inventories are replenished.

The City will finance all capital improvements whether such improvements are the result of change in law requirements, a modification deemed necessary by the City, or Contractor - recommended improvements accepted by the City.

The City will receive and act upon Contractor-submitted invoices and participate in meetings with the Contractor.

The City may conduct independent reviews of any process modifications or other recommended capital improvements proposed by the Contractor. The City may conduct a periodic Facility Performance Audit.

5. CONTRACT PERFORMANCE

5.1 SYSTEM MANAGER

The Contractor will, during the term of the Contract, identify a System Manager to be responsible for any matter relating to the Contractor’s performance of the Contract. The System Manager will be available at all reasonable times upon the request of the City to discuss any issues relating to the performance of the Contract.

5.2 FACILITY ACCESS

The City will have access to the Facilities at all times to monitor or inspect all work and operation pertaining to the performance of the Contract.

5.3 LIQUIDATED DAMAGES FOR NON-PERFORMANCE

5.3.1 Agreement. The Contractor and City acknowledge and agree that the performance of the Contract in strict conformance with its terms is necessary to: protect the health and safety of the users of the System, comply with state and federal laws and regulations, maintain the goodwill of the customers served by the System, and prevent waste and damage to the City System that is financed by public funds.

The parties also agree that the Contractor’s failure to perform certain provisions of this Contract as
identified in this section will result in damages to the City that are not easily measurable. Therefore, the Contractor agrees to pay to the City as liquidated damages, and not as a penalty, for the Contractor’s failure to perform certain provisions of this Contract, as specified in this Section 5.3.

5.3.2 Failure to Comply Notice. If the City determines that the Contractor has failed to comply with any of the provisions listed in this article, the City may give notice to the System Manager, identifying the provisions of the Contract the Contractor has failed to perform. Within three (3) Working Days of receiving the City’s notice, the Contractor will provide to the City a written explanation for the failure to perform and the action taken towards future failures to perform.

5.3.3 Violations. If the City determines, based upon the Contractor’s explanation, that the failure to perform was within the control of the Contractor, the City may impose the following liquidated damages for each of the Contractor’s violations of the following provisions:

5.3.3.1 Failure to begin making an Emergency Repair within one (1) hour of the Contractor’s determination that an Emergency Repair is needed, in violation of Section 3.3.7: $500.00 per Facility.

5.3.3.2 Failure to begin making a non-emergency Repair within one (1) week after making a determination that a Repair is needed, in violation of Section 3.3.7: $500.00 per Facility.

5.3.3.3 Failure to perform any of the maintenance requirements provided for in Section 3.3: $500.00 per Facility.

5.3.3.4 Failure to notify the City of maintenance and repair activities as provided for in Section 3.3.7: $50.00 per Facility.

5.3.3.5 Failure to provide any required reports in accordance with Section 3.5: $50.00 per Facility.

5.3.3.6 Contractor’s failure to provide other services or perform other duties described in the Contract may result in liquidated damages of up to $1,000 per Facility per day per item being assessed against the Contractor.

6. CONTRACT COMPENSATION, ADJUSTMENTS, AND BILLING

6.1 COMPENSATION FOR BASE CONTRACT SERVICES

The City will pay the Contractor a set monthly fee for Base Contract Services during the first three (3) years of the Contract. Beginning with the fourth year of the Contract and for each year thereafter, the City’s payments to the Contractor for Base Contract Services will be adjusted each year in an amount that is: 100% of the increase or decrease, if any, up to a maximum of 2.5%, in the published Consumer Price Index (CPI) for the month of February as determined by the United States Department of Labor - Houston Metropolitan Statistical Area. If the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, the parties agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may then be available so as to carry out the intent of this provision. All services, work, chemicals, sludge disposal and hauling, and activity specified to be provided by the Contractor to the City in the Contract will be provided as part of the Base Contract Services, unless the Contract specifically states that the service, work, or activity is included in Additional Contract Services.

6.2 CHEMICAL COSTS FOR WATER PLANTS

The Contractor will bill the City each month for all the actual Chemical costs incurred for the water facilities included in Alternate #2. It is understood that the Contractor is not subject to competitive bidding laws; however, the Contractor shall procure the chemicals for the Contract in accordance with the procedures set forth in Chapter 252 of the Texas Local Government Code. This will insure the City receives the most economical and least expensive price per unit. It is recognized that the Contractor
may be unfamiliar with the procedure for procuring goods and services on its own behalf under the competitive bidding requirements of Chapter 252. Accordingly, the City will provide the Contractor with guidance and assistance in its procurement of chemicals.

The Contractor will operate the System so as not to waste chemicals. The Contractor will be required to quantify the chemical usage. The Contractor will reimburse the City for all Disinfection Chemical costs when usage rates exceed written SOPs. The current dosing chemical at water plants are 12.5% sodium hypochlorite; and 40% liquid ammonium sulfate, 70/30 orthophosphate. The usage rate limitations do not apply during periods of abnormal plant operations that are not within the control of the Contractor. The calculation and reimbursement, if required, will be determined by September 01 for the previous Contract Year.

6.3 ADDITIONAL CONTRACT SERVICES

Except as otherwise provided in the Contract, the Contractor shall include Repair costs as Additional Contract Services in their monthly invoice to the City. The Contractor’s cost to make a Repair shall include the Contractor’s cost of personnel, equipment, parts, and materials. The Labor and Equipment Rate Schedule included in the Cost Proposal shall be used to establish the Contractor’s hourly costs of personnel and equipment. Personnel included in the Contractor’s proposed Staffing Plan will not be included as Additional Contract Services when making a repair unless the work constitutes an Emergency and is performed outside the Contractor’s normal work day.

6.4 SYSTEM CAPITAL IMPROVEMENTS

The Contractor’s total cost to implement a System Capital Improvement will be included in Additional Contract Services if the work has been approved by the City in advance.

6.5 SUB-CONTRACTORS, OTHER COSTS, FEES, OR EXPENSES

If the Contractor performs any work under the Contract using sub-contractors that is not included as Base Contract Services, the Contractor will bill the City only for the amount billed by the sub-contractor to the Contractor, less the first $2,000.

6.6 BILLING AND PAYMENT

The Contractor will bill the City by the 15th of each month for all Base Contract Services and any previously unbilled Additional Contract Services. The Contractor will also include Chemical Costs if Alternate #2 is approved. The City will pay the Contractor’s undisputed billing within thirty (30) days of receipt. Interest will accrue at the prime rate of interest per annum, as published in the Wall Street Journal on the date of invoice, on the amount of any undisputed bill not paid by the City within thirty (30) days of receipt.

6.7 DISPUTED INVOICE

If the City objects to any portion of an invoice, the City shall so notify the Contractor in writing within ten (10) calendar days of receipt of the invoice. The City shall identify in writing the specific cause of the disagreement and the amount in dispute, and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of the Contract. Any dispute over invoiced amounts due that cannot be resolved within twenty (20) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) days by mediation. Interest as stated above shall be paid by the City on all disputed invoice amounts that are subsequently resolved in the Contractor’s favor and shall be calculated on the unpaid balance from the due date of the invoice.

6.8 ADJUSTMENTS

If any changes in the scope of operations of the System should occur, including, but not limited to, changes in governmental regulations, Additional Contract Services, process modifications resulting in additional costs, reporting requirements, and product water standards that increase the cost of Contract operations, the Contractor will be entitled to additional compensation. The additional compensation will
be equal to the actual additional costs incurred by the Contractor and acted upon in good faith by the City and the Contractor within thirty (30) days of receiving such request from the Contractor. The Contractor will bill recurring adjustments as Additional Contract Services on the monthly invoice.

7. CONTRACT TERM AND TERMINATION

7.1 CONTRACT TERM

The Contract will be for an initial term of five (5) years with an option to extend for two (2) additional three (3) year terms, with the written concurrence of both the City and Contractor. Written notice of the extension must be tendered by the City to the Contractor at least one-hundred twenty (120) days prior to expiration of the existing Contract term.

7.2 TERMINATION

(a) Either party may terminate the Contract for breach by the other party, or for failure to perform to the standards set forth by the Contract to the satisfaction of the terminating party, providing that the terminating party first provides written notice of breach or failure to perform to the other party and the breach or failure is not corrected within sixty (60) calendar days from the date notice is given. Failure to perform to the standards includes material violation of the terms and conditions of the Contract including but not limited to failure to comply with TPDES permits. In the event the parties cannot agree as to the resolution of a notice of breach or failure to perform within thirty (30) calendar days following receipt of such notice, they agree to submit the matter for mediation, at the written request of either party, before a mediator agreed upon by both parties, prior to the forty-fifth (45th) day following such notification. Each party shall pay one-half of the cost of the mediation.

(b) Upon termination, the City shall pay the Contractor within sixty (60) days of termination: 1) for services rendered to the date of termination, prorated for less than a full month, if applicable; and 2) for any funds the Contractor expended for capital costs in the one (1) year period immediately preceding termination that the City had not previously paid the Contractor.

(c) Whenever any provision of the Contract requires the City or Contractor to take some action following termination of the Contract, the provision specifying the action to be taken survives termination of the Contract until the required action is completed.

(d) The City may terminate the Contract without cause and penalty at any time during the initial five (5) year term or any term or extension thereof, by giving the Contractor written notice of the date of termination at least one hundred twenty (120) days prior to the termination date.

(e) The Contractor may terminate the Contract without cause and penalty at any time after the expiration of the initial five (5) year term, if the Contract is continued after that initial five (5) year term as permitted in the Contract, by giving the City written notice of the date of termination at least one hundred eighty (180) days prior to the termination date.

(f) The Contractor may terminate the Contract if the City fails to fund any regulatory or operational System Capital Improvements that are reasonably necessary to comply with any local, state, or federal laws, regulations, permits, rules, or orders. The Contractor will give the City written notice describing the required System Capital Improvements and the estimated costs thereof. If the City fails to provide funding for the required System Capital Improvements within one hundred eighty (180) days of the date the City receives the Contractor’s written notice, the Contractor may terminate the Contract by giving the City written notice of termination at least one hundred twenty (120) days prior to the termination date.

8. PROPOSAL CONTENT AND FORMAT

The contents of the proposal shall follow the order given below. Failure to organize the information as outlined may result in the City, at its discretion, disqualifying the Respondent. The Proposal submittal shall not exceed forty-five (45) pages, excluding staff resumes, sample maintenance program, and printed forms
provided. The contents of each section shall at a minimum meet the specific requirements described in this RFP. Information provided in the proposal shall be specific to the O&M of the City’s WWTPs, Reclaimed/Reuse Stations, Sanitary Sewer Lift Stations and Water Facilities.

8.1 COVER LETTER

Include a cover letter at the front of the Proposal attesting to its truth and accuracy. Provide the name, address, and telephone number of the Respondent, along with the name, title, address, telephone number, and email address of the executive that has the authority to contract with the City. The Contractor must indicate if the organization is submitting on only the operation of the WWTPs and Reclaimed/Reuse Stations or if they are also submitting one or both of the alternate proposals for Sanitary Sewer Lift Stations and Water Facilities. Contractors submitting on the operation of the wastewater treatment and reclaimed/reuse facilities and/or Alternate #1 and/or Alternate #2 must indicate in the Cover Letter if they are unwilling to accept the operation of only the wastewater treatment and reclaimed/reuse facilities should the City desire to not award one or both Alternates.

8.2 ORGANIZATION PROFILE AND FINANCIAL HEALTH

(a) Provide a description of the Contractor’s organization. Include history, ownership, organization and background information.

(b) Provide audited financial statements for the past three fiscal years.

8.3 OPERATIONS AND MAINTENANCE APPROACH

(a) Describe the Contractor’s overall experience providing operations, maintenance, and management services for the Facilities.

(b) Describe the Contractor’s operations approach, including measures and practices for ensuring process control and water quality standards are met. Include a list of proposed in-house vs. outsourced laboratory analyses.

(c) Describe the Contractor’s maintenance program/approach. Discuss the maintenance software used, scheduling and prioritizing of preventive vs. corrective tasks, activities typically completed in-house vs. contracted, and what technical skills are permanently staffed. Include a sample copy of the organizations predictive and preventive maintenance program.

8.4 STAFFING

(a) Provide an organizational chart and brief description of the overall span of control of the Contractor’s organization. Minimum dedicated, full-time, staff levels and qualifications are presented in Exhibit “B” attached to this RFP.

(b) Describe the proposed Staffing Plan for the City’s Facilities. Identify if employees are full-time on site versus centralized/shared employees. Describe on-call and after hours staffing. The percent of in-house specialized services such as electrical and mechanical technicians that limits the use of subcontractors is considered a plus.

(c) Provide a Labor and Equipment Schedule (Exhibit “E-1, E-2, and E-3” attached to this RFP) that lists labor and equipment classifications, hourly rates, and overtime rates.

(d) Include resumes of proposed management and supervisory staff. One-page maximum length each.

8.5 EMERGENCY PREPAREDNESS AND SAFETY

(a) Describe the Contractor’s emergency planning and experience dealing with hurricanes/severe weather events.

(b) Contractor’s safety record and summary of Contractor’s Safety Plan.
8.6 LIST OF TEXAS PROJECTS AND PROJECT SHOWCASE

(a) Provide a list of all the Contractor’s contract operated facilities in Texas (Exhibit “C” attached to this RFP). List current facilities and those facilities whose contracts ended within the previous three (3) years.

(b) Select two (2) relevant projects to showcase (similar size, processes, etc.). For these include:

(i) Overview of project and facility to demonstrate relevance. Include duration of contract;

(ii) Copy of TCEQ Permit (Effluent Limitations and Monitoring Requirements);

(iii) TCEQ Violations printed from TCEQ Central Registry;

(iv) Staffing plan for the facility (identify shared/ floating or full-time);

(v) Overall operating budget for the facility;

(vi) Maintenance management program in use at facility; and

(vii) Client reference name and contact information.

Respondent must showcase two (2) facilities other than the Facilities to be operated under the Contract. As part of the reference check, the City may request copies of TCEQ inspection forms from the Client references.

8.7 COST PROPOSAL

(a) The Cost Proposal should include the monthly compensation fee for Base Contract Services for years one through 3. Beginning in year four (4), the Base Contract Fee will be adjusted in each successive year based on the Consumer Price Index as described in the Compensation, Adjustments, and Billing Section 6.1 of this RFP. All services, work, and activities specified to be provided by the Contractor to the City in the Contract will be provided as part of the Base Contract Fee, unless the Contract specifically states that the service, work, or activity is included in Additional Contract Services.

(b) The Cost Proposal shall include estimates for Disinfection Chemicals and sludge hauling and disposal costs.

(c) The Respondent has the following options when submitting the Cost Proposal:

(i) Bid on the Base Bid for the three (3) Wastewater Treatment and Reclaimed/Reuse Facilities O&M only. **Complete Attachment “E-1” attached to this RFP.**

(ii) Bid on Alternate #1 for Sanitary Sewer Lift Station O&M. **Complete Attachment “E-2” attached to this RFP.**

(iii) Bid on Alternate #2 Water Plant Facilities O&M. **Complete Attachment “E-3” attached to this RFP.**

(d) Respondents must submit the base bid and one or both of the alternate proposals as stated above in 8.7(c). **Contractors submitting on the operation of the wastewater treatment and reclaimed/reuse, Facilities and Alternate #1 and/or Alternate #2 must indicate in the Cover Letter if they are unwilling to accept the operation of only the wastewater treatment and reclaimed/reuse Facilities should the City desire to not award one or both Alternates.**

(e) The City reserves the right to award the project to a single Contractor, or award only the Base Bid to one Contractor with one, both, or none of the Alternate Proposals. The City will award the
contract as a single package unless the evaluation committee agrees that a clear and significant cost savings or other benefit is gained by awarding two (2) separate contracts.

8.8 ADDITIONAL OFFERINGS

In the Cost Proposal, the Respondent has the OPTION of submitting additional services that can be offered to the City. The Respondent is not obligated to include any additional offerings and nor is the City obligated to accept any or all additional offerings.

These additional offerings could include, but not be limited to, energy efficiency and savings, system improvements, and sludge hauling and disposal. The Contractor shall document the cost benefit of these additional offerings to the City and has the option of proposing an alternate to Basic Contract Service items on the Cost Proposal. Any proposed alternate shall be in addition to providing the required information on the Cost Proposal.

8.9 REQUIRED FORMS

In addition, the following required form shall be included in the proposal:

- F-1 – Respondent Information Form
- F-2 – Respondent’s Certification and Addenda Acknowledgement Form
- F-3 – Proposal Bond
- F-4 – Conflict of Interest Questionnaire (Form CIQ)
- F-5 – Certification Regarding Debarment
- F-6 – Standard Contract Document
- F-7 – Requirements for all Insurance Documents
- F-8 – House Bill 89 Verification Form
- F-9 – House Bill 1295 – Certificate of Interested Parties – Explanation and Instructions
- F-10 – Form 1295

9. PROPOSAL EVALUATION

9.1 EVALUATION CRITERIA

Proposals received in response to the RFP will be evaluated based on the Respondent’s financial qualifications, demonstrated ability to meet the City’s objectives for the requested services, experience in providing these and similar services, cost proposal, and proposal presentation to the City’s evaluation team. The Respondent’s Proposal will be reviewed against the terms of this RFP for completeness and responsiveness and how well the Respondent satisfies the evaluation criteria, specifically the criteria outlined in the Proposal Content and Format Section.

The Respondent’s presentation must cover the proposal criteria and should expand on items of importance and highlight beneficial offerings. The presentation will allow the City’s evaluation committee to meet key personnel and request clarification or additional details on information presented in the Proposal. The evaluation committee’s final ranking decisions will be influenced by the presentations.

Respondent qualifications will be ranked according to the point system below.

Proposal Evaluations Factors:

<table>
<thead>
<tr>
<th>Proposal Section</th>
<th>Total Possible Points</th>
<th>Percentage of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Profile</td>
<td>5</td>
<td>40%</td>
</tr>
<tr>
<td>Operations/Maintenance Approach</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>Staffing</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>Emergency Preparedness/Safety</td>
<td>20</td>
<td></td>
</tr>
</tbody>
</table>
The City reserves the right to reject any Proposal found to be incomplete, unresponsive or not in compliance with the format requirements set forth in this RFP.

9.2 PRESENTATIONS

Respondents may be given an assigned date and time to present their proposals to the City’s evaluation team. Respondents will have a maximum of thirty (30) minutes to deliver their presentation and engage in discussion with the City’s evaluation committee. The uninterrupted presentation should be no more than fifteen (15) to twenty (20) minutes long to allow time for questions.

The presentation will give City staff the opportunity to meet and speak with the proposed project staff. Regional management must be represented, and the Chief Operator and Maintenance Supervisor listed in the Respondent’s Staffing Plan must attend the presentation, if currently employed by the organization. Additional personnel (as deemed necessary by the Contractor) may attend but are not required.
EXHIBITS

EXHIBIT A - PERMITS

(Available Upon Request)
## Required Minimum Staffing Levels and Qualifications

### Table 1: Minimum Staffing Levels for Operation of all WWTP Facilities and Reclaimed Water Facility

<table>
<thead>
<tr>
<th>No.</th>
<th>Position/Classification</th>
<th>TCEQ Certification</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Chief Operator</td>
<td>“B” Wastewater</td>
</tr>
<tr>
<td>1</td>
<td>System Operator</td>
<td>“C” Wastewater</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
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<tr>
<td>2</td>
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### Table 2: Alternate #1 Minimum Staffing Levels for Operation of Sanitary Sewer Lift Stations

<table>
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<th>No.</th>
<th>Position/Classification</th>
<th>TCEQ Certification</th>
</tr>
</thead>
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<tr>
<td>1</td>
<td>System Operator</td>
<td>“B” Wastewater or Class III Wastewater Collection</td>
</tr>
<tr>
<td><strong>Total</strong></td>
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<td></td>
</tr>
<tr>
<td>1</td>
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</tr>
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</table>

### Table 3: Alternate #2 Minimum Staffing Levels for Operation of Water Production, Treatment, Storage, and Pumping Facilities

<table>
<thead>
<tr>
<th>No.</th>
<th>Position/Classification</th>
<th>TCEQ Certification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Chief System Operator</td>
<td>“C” Groundwater</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project/Contract Name:</td>
<td>Description of Project:</td>
<td>Contact Name:</td>
</tr>
<tr>
<td>------------------------</td>
<td>--------------------------</td>
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<tr>
<td></td>
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<td>Project/Contract Name:</td>
<td>Description of Project:</td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Attach additional sheets as needed
EXHIBIT D - MAJOR EQUIPMENT INVENTORY

EXHIBIT D-1: Major Equipment Inventory – WWTP 1-A, WWTP 2 and WWTP 3
EXHIBIT D-2: Major Equipment Inventory - Sanitary Sewer Lift Stations
EXHIBIT D-3: Major Equipment Inventory- Water Plants, Associated Facilities

(See Attached)
**EXHIBIT D-1 - MAJOR EQUIPMENT INVENTORY**

**WASTEWATER TREATMENT PLANT NO. 1 A**

<table>
<thead>
<tr>
<th>Equipment Type</th>
<th>Description</th>
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<tbody>
<tr>
<td>Clarifier Gear Drive &amp; Motor #1</td>
<td>Sulfonator</td>
</tr>
<tr>
<td>Clarifier Gear Drive &amp; Motor #2</td>
<td>Chlorinator</td>
</tr>
<tr>
<td>Clarifier Gear Drive &amp; Motor #3</td>
<td>Sampler</td>
</tr>
<tr>
<td>Scum Collector Pump #1</td>
<td>Electrical Controls</td>
</tr>
<tr>
<td>Scum Collector Pump #2</td>
<td>Chart Recorder</td>
</tr>
<tr>
<td>Scum Collector Pump #3</td>
<td>NPW Pump &amp; Motor #1</td>
</tr>
<tr>
<td>Scum Collector Pump #4</td>
<td>NPW Pump &amp; Motor #2</td>
</tr>
<tr>
<td>Stormwater Lift Station Scum Pump #1</td>
<td>NPW Pump &amp; Motor #3</td>
</tr>
<tr>
<td>Stormwater Lift Station Scum Pump #2</td>
<td>Chlorine Analyzer Handheld Kit</td>
</tr>
<tr>
<td>Centrifugal Blower &amp; Motor #1 (Turblex)</td>
<td>Mechanical Bar Screen (Inoperable)</td>
</tr>
<tr>
<td>Centrifugal Blower &amp; Motor #2</td>
<td>Trailer Mounted Portable Centrifuge</td>
</tr>
<tr>
<td>Centrifugal Blower &amp; Motor #3</td>
<td></td>
</tr>
</tbody>
</table>

**WASTEWATER TREATMENT PLANT NO. 2**

<table>
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<th>Equipment Type</th>
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<tbody>
<tr>
<td>Clarifier Gear Drive &amp; Motor #1</td>
<td>Digester Roots Blower &amp; Motor #1</td>
</tr>
<tr>
<td>Clarifier Gear Drive &amp; Motor #2</td>
<td>Digester Roots Blower &amp; Motor #2</td>
</tr>
<tr>
<td>Clarifier Gear Drive &amp; Motor #3</td>
<td>Digester Roots Blower &amp; Motor #3</td>
</tr>
<tr>
<td>Scum Collector Pump #1</td>
<td>Digester Roots Blower &amp; Motor #4</td>
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<tr>
<td>Scum Collector Pump #2</td>
<td>Sampler</td>
</tr>
<tr>
<td>Aeration Centrifugal Blower &amp; Motor #1</td>
<td>Lift Station Submersible Pump #1</td>
</tr>
<tr>
<td>Aeration Centrifugal Blower &amp; Motor #2</td>
<td>Lift Station Submersible Pump #2</td>
</tr>
<tr>
<td>Aeration Centrifugal Blower &amp; Motor #3</td>
<td>Lift Station Submersible Pump #3</td>
</tr>
<tr>
<td>Aeration Centrifugal Blower &amp; Motor #4</td>
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<tr>
<td>UV System</td>
<td>Chart Recorder</td>
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<tr>
<td>Grit Pump &amp; Motor #1</td>
<td>Rotary Drum Thickener</td>
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<tr>
<td>Generator</td>
<td>NPW Pump &amp; Motor #1</td>
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<td>Crane #1</td>
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<td>Crane #2</td>
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**WASTEWATER TREATMENT PLANT NO. 3**

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<tbody>
<tr>
<td>Blower No. 1</td>
<td>Lift Station Submersible Pump</td>
<td>Bleach Pump</td>
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<td>Blower No. 2</td>
<td>Lift Station Submersible Pump</td>
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</tr>
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<td>Electrical Controls</td>
<td>Chart Recorder</td>
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### EXHIBIT D-2 - MAJOR EQUIPMENT INVENTORY

**GENERAL DESCRIPTION OF THE SANITARY SEWER LIFT STATIONS**

<table>
<thead>
<tr>
<th>Lift Station #</th>
<th>Address</th>
<th>No of Pumps</th>
<th>GPM</th>
<th>HP</th>
<th>Standby Generator w/Auto Transfer Switch</th>
<th>Manual Electrical Transfer Switch</th>
<th>By-Pass Pump Connection</th>
<th>WWTP Service Area</th>
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<tr>
<td>1</td>
<td>1820 3rd Street</td>
<td>2</td>
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<td>3600 Avenue F</td>
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<td>3,300</td>
<td>85</td>
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<td>Yes</td>
<td>1A</td>
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<td></td>
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<tr>
<td>3</td>
<td>1002 Wilson Drive</td>
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<tr>
<td>4</td>
<td>1814 Jones Street</td>
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<tr>
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<td>1115 Avenue D</td>
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<td>3102 West Street</td>
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<td>11</td>
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<td>203</td>
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<td>No</td>
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</tr>
<tr>
<td>23</td>
<td>1302 Cottonwood School Road</td>
<td>2</td>
<td>807</td>
<td>47</td>
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<td>8&quot;</td>
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<tr>
<td>24</td>
<td>7707 Reading Road</td>
<td>2</td>
<td>800</td>
<td>30</td>
<td>-</td>
<td>Yes</td>
<td>No</td>
<td>2</td>
</tr>
<tr>
<td>25</td>
<td>2230 J. Meyer Road</td>
<td>2</td>
<td>500</td>
<td>5</td>
<td>-</td>
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<td>6&quot;</td>
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<tr>
<td>27</td>
<td>6801 Reading Road</td>
<td>3</td>
<td>605</td>
<td>10</td>
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<td>Yes</td>
<td>8&quot;</td>
<td>2</td>
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<tr>
<td>28</td>
<td>5110 1/2 Business Park Drive</td>
<td>2</td>
<td>700</td>
<td>15</td>
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<td>Yes</td>
<td>8&quot;</td>
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<tr>
<td>29</td>
<td>4148 Kloesterhoff Rd (Future)</td>
<td>2</td>
<td>300</td>
<td>23</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>3</td>
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</table>
### EXHIBIT D-3 - MAJOR EQUIPMENT INVENTORY

#### GENERAL DESCRIPTION OF THE WATER PLANTS, ASSOCIATED FACILITIES

<table>
<thead>
<tr>
<th>Address</th>
<th>Water Well GPM</th>
<th>No of Pumps</th>
<th>GPM (each)</th>
<th>Bleach Pumps</th>
<th>Ammonia Pumps</th>
<th>Phosphate Pumps</th>
<th>Standby Generator w/Auto Transfer Switch</th>
<th>EST. Cap. (MG)</th>
<th>GST Cap. (MG)</th>
<th>GST Hydro. (MG)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Plant 1 - Tower #1</td>
<td>2118 Avenue G</td>
<td>No Well</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>No</td>
<td>0.15</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Water Plant 2 - Well #5A - Tower #2</td>
<td>1415 Alamo Street</td>
<td>1800</td>
<td>2</td>
<td>1400</td>
<td>2</td>
<td>2</td>
<td>1</td>
<td>Yes</td>
<td>0.20</td>
<td>1.0</td>
</tr>
<tr>
<td>Water Plant 3 - Well #6</td>
<td>1024 Grunwald Heights</td>
<td>1700</td>
<td>2</td>
<td>1000</td>
<td>2</td>
<td>2</td>
<td>1</td>
<td>Yes</td>
<td>-</td>
<td>1.0</td>
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<tr>
<td>Water Plant 4 - Well #7 – Tower #4</td>
<td>3720 Airport Avenue Rear</td>
<td>1800</td>
<td>2</td>
<td>1500</td>
<td>2</td>
<td>2</td>
<td>1</td>
<td>Yes</td>
<td>1.0</td>
<td>1.0</td>
</tr>
<tr>
<td>Water Plant 5 - Well #8</td>
<td>401 Cottonwood Church Road</td>
<td>800</td>
<td>2</td>
<td>400</td>
<td>2</td>
<td>3</td>
<td>1</td>
<td>Yes</td>
<td>-</td>
<td>0.066</td>
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<tr>
<td>Water Plant 5 - Well #10</td>
<td>401 Cottonwood Church Road</td>
<td>2100</td>
<td>2</td>
<td>1000</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>Yes</td>
<td>-</td>
<td>0.50</td>
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<tr>
<td>Water Plant 6 - Well #9</td>
<td>7075 Reading Road</td>
<td>1800</td>
<td>1</td>
<td>500</td>
<td>2</td>
<td>1</td>
<td>2</td>
<td>Yes</td>
<td>-</td>
<td>0.30</td>
</tr>
<tr>
<td>Water Plant 7</td>
<td>4926 Oak Briar Lane</td>
<td>No Well</td>
<td>1</td>
<td>200</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>No</td>
<td>-</td>
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<tr>
<td>Water Plant 8</td>
<td>7824 A. Myers Road</td>
<td>No Well</td>
<td>3</td>
<td>1600</td>
<td>4</td>
<td>4</td>
<td>-</td>
<td>Yes</td>
<td>-</td>
<td>3.0</td>
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<tr>
<td>Water Tower 3</td>
<td>2214 Ruby Street</td>
<td>-</td>
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<td>-</td>
<td>-</td>
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<td>0.50</td>
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<tr>
<td>Water Tower 5</td>
<td>1022 FM 2977 (1.5MG EST)</td>
<td>-</td>
<td>2</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>1.5</td>
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</tbody>
</table>
EXHIBIT E - FACILITIES OPERATION & MAINTENANCE PROPOSAL

Cost Proposals

EXHIBIT E-1: O&M of the WWTPs and Reclaimed Water Facility only.

EXHIBIT E-2: O&M of the Sanitary Sewer Lift Stations only.

EXHIBIT E-3: O&M of the Water Production, Treatment, Storage and Pumping Facilities only.

(See Attached)
EXHIBIT E-1 - BASIC SERVICES FOR WASTEWATER TREATMENT PLANTS AND RECLAIMED/REUSE STATIONS

COST PROPOSAL FORMAT

<table>
<thead>
<tr>
<th>DESCRIPTION OF BASIC SERVICE</th>
<th>MONTHLY COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor and Personnel</td>
<td>$</td>
</tr>
<tr>
<td>Chemicals</td>
<td>$</td>
</tr>
<tr>
<td>Maintenance and Repairs</td>
<td>$</td>
</tr>
<tr>
<td>Sludge Disposal</td>
<td>$</td>
</tr>
<tr>
<td>Contractor’s Fee, Overhead &amp; Profit</td>
<td>$</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td>Processing Control (Laboratory)</td>
<td>$</td>
</tr>
<tr>
<td>Capital</td>
<td>$</td>
</tr>
<tr>
<td>Performance Bond</td>
<td>$</td>
</tr>
<tr>
<td><strong>Monthly total</strong></td>
<td><strong>$</strong></td>
</tr>
<tr>
<td><strong>Annual Total (12 months)</strong></td>
<td><strong>$</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Additional Basic Services, Material and Labor</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>UV Disinfection System bulbs, including labor to remove and replace</td>
<td>$ each, as needed</td>
</tr>
<tr>
<td>UV Disinfection System ballast, including labor to remove and replace</td>
<td>$ each, as needed</td>
</tr>
</tbody>
</table>

**PERSONNEL**

<table>
<thead>
<tr>
<th>CLASSIFICATION (Examples of Job Classes)</th>
<th>STRAIGHT TIME PER HOUR</th>
<th>OVERTIME RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laborer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Field Service Representative</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Crew Member</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chief Operator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified Operator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment Operator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technician</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Foreman</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supervisor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Information Technology Technician</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Expected level of service for above tasks is included in the base rate for normal operations. Rates displayed above will only be used for tasks outside the scope of normal operations or in the case of emergency operations.
**EXHIBIT E-1 (cont’d)**

**BASIC SERVICES FOR WASTEWATER TREATMENT PLANTS AND RECLAIMED/REUSE STATIONS**

**EQUIPMENT**

<table>
<thead>
<tr>
<th>CLASSIFICATION (Examples)</th>
<th>HOUR RATE</th>
<th>MINIMUM HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td>16 Ft. Trailer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Truck</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance Truck</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1-Ton Flat Bed Truck</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dump Truck</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-Ton Winch Truck</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Compressor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Television Truck</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Backhoe Rig</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7-Ton Crane Truck</td>
<td></td>
<td></td>
</tr>
<tr>
<td>High Pressure Pipe Cleaner (Hydra)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vactor Truck (plus dump fee)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**LIST OF SUB-CONTRACTORS**

<table>
<thead>
<tr>
<th>NAME</th>
<th>TYPE OF SERVICE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
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<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT E-2 - ALTERNATE #1 SERVICES FOR SANITARY SEWER LIFT STATIONS

COST PROPOSAL FORMAT

<table>
<thead>
<tr>
<th>DESCRIPTION OF ALTERNATE #1 SERVICES (Examples)</th>
<th>MONTHLY COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daily Facilities Operation</td>
<td>$</td>
</tr>
<tr>
<td>Labor and Personnel</td>
<td>$</td>
</tr>
<tr>
<td>Maintenance and Repairs</td>
<td>$</td>
</tr>
<tr>
<td>Contractor’s Fee, Overhead &amp; Profit</td>
<td>$</td>
</tr>
<tr>
<td>Capital</td>
<td>$</td>
</tr>
<tr>
<td>Preventative Maintenance P.M.’s</td>
<td>$</td>
</tr>
<tr>
<td>Clean Electrical Room/Panel</td>
<td>$</td>
</tr>
<tr>
<td>Regulatory – Compliance, including preparing, maintaining and submitting required records, forms, document to required regulatory agencies</td>
<td>$</td>
</tr>
<tr>
<td>Performance Bond</td>
<td>$</td>
</tr>
<tr>
<td>Monthly total</td>
<td>$</td>
</tr>
<tr>
<td>Annual Total (12 months)</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Additional Alternate Services, Material and Labor</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pull, remove debris, and reinstall pumps</td>
<td>$</td>
</tr>
<tr>
<td>each, as needed</td>
<td></td>
</tr>
<tr>
<td>Pull &amp; Reinstall 2.5 hp – 20 hp pumps</td>
<td>$</td>
</tr>
<tr>
<td>each, as needed</td>
<td></td>
</tr>
<tr>
<td>Pull &amp; Reinstall 20 hp – 50 hp pumps</td>
<td>$</td>
</tr>
<tr>
<td>each, as needed</td>
<td></td>
</tr>
<tr>
<td>Pull &amp; Reinstall 50 hp – 100 hp pumps</td>
<td>$</td>
</tr>
<tr>
<td>each, as needed</td>
<td></td>
</tr>
<tr>
<td>Lift Station Cleaning/Vactor Services (see Exhibit H)</td>
<td>$</td>
</tr>
<tr>
<td>annual cost</td>
<td></td>
</tr>
<tr>
<td>Additional Lift Station Cleaning/Vactor Services</td>
<td>$</td>
</tr>
<tr>
<td>(include cleaning and disposal costs)</td>
<td></td>
</tr>
<tr>
<td>each, as needed</td>
<td></td>
</tr>
<tr>
<td>Replace Oil in Pumps/Motors as per manufactures recommendations</td>
<td>$</td>
</tr>
<tr>
<td>each, as needed</td>
<td></td>
</tr>
</tbody>
</table>

PERSONNEL

<table>
<thead>
<tr>
<th>CLASSIFICATION (Examples of Job Classes)</th>
<th>STRAIGHT TIME PER HOUR</th>
<th>OVERTIME RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laborer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Field Service Representative</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Crew Member</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chief Operator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified Operator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment Operator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technician</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Foreman</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supervisor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Information Technology Technician</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Expected level of service for above tasks is included in the base rate for normal operations. Rates displayed above will only be used for tasks outside the scope of normal operations or in the case of emergency operations.
## EXHIBIT E-2 (cont’d)

**ALTERNATE #1 SERVICES FOR SANITARY SEWER LIFT STATIONS**

### EQUIPMENT

<table>
<thead>
<tr>
<th>CLASSIFICATION (Examples)</th>
<th>HOUR RATE</th>
<th>MINIMUM HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td>16 Ft. Trailer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Truck</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance Truck</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1-Ton Flat Bed Truck</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dump Truck</td>
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<td></td>
</tr>
<tr>
<td>2-Ton Winch Truck</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Compressor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Television Truck</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Backhoe Rig</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7-Ton Crane Truck</td>
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<td></td>
</tr>
<tr>
<td>High Pressure Pipe Cleaner (Hydra)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vactor Truck (plus dump fee)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### LIST OF SUB-CONTRACTORS

<table>
<thead>
<tr>
<th>NAME</th>
<th>TYPE OF SERVICE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<tr>
<td></td>
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</tbody>
</table>
EXHIBIT E-3 - ALTERNATE #2 SERVICES FOR WATER PLANTS

COST PROPOSAL FORMAT

<table>
<thead>
<tr>
<th>DESCRIPTION OF ALTERNATE #2 SERVICES (Examples)</th>
<th>MONTHLY COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daily Facilities Operation</td>
<td>$</td>
</tr>
<tr>
<td>Labor and Personnel</td>
<td>$</td>
</tr>
<tr>
<td>Chemicals</td>
<td>$</td>
</tr>
<tr>
<td>Maintenance and Repairs</td>
<td>$</td>
</tr>
<tr>
<td>Contractor’s Fee, Overhead &amp; Profit</td>
<td>$</td>
</tr>
<tr>
<td>Other – Lab</td>
<td>$</td>
</tr>
<tr>
<td>Capital</td>
<td>$</td>
</tr>
<tr>
<td>Preventative Maintenance P.M.’s</td>
<td>$</td>
</tr>
<tr>
<td>Clean Electrical Room/ Panels</td>
<td>$</td>
</tr>
<tr>
<td>Regulatory – Compliance, including preparing, maintaining and submitting required records, forms, documents to required regulatory agencies</td>
<td>$</td>
</tr>
<tr>
<td>O&amp;M of Fire Hydrants Flushing Program and End of Line Blowoffs</td>
<td>$</td>
</tr>
<tr>
<td>Performance Bond</td>
<td>$</td>
</tr>
<tr>
<td>Monthly total</td>
<td>$</td>
</tr>
<tr>
<td>Annual Total (12 months)</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Additional Alternate Services, Material and Labor</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pull and reinstall vertical, centrifugal, and submersible pumps</td>
<td>$ each, as needed</td>
</tr>
<tr>
<td>Pull and reinstall motors</td>
<td>$ each, as needed</td>
</tr>
<tr>
<td>Replace grease and oil in all Pumps/Motors as per manufactures recommendations</td>
<td>$ each, as needed</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PERSONNEL</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>CLASSIFICATION (Examples of Job Classes)</th>
<th>STRAIGHT TIME PER HOUR</th>
<th>OVERTIME RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laborer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Field Service Representative</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Crew Member</td>
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<tr>
<td>Chief Operator</td>
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<tr>
<td>Certified Operator</td>
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<tr>
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<td></td>
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<tr>
<td>Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Information Technology Technician</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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## ALTERNATE #2 SERVICES FOR WATER PLANTS

### EQUIPMENT

<table>
<thead>
<tr>
<th>CLASSIFICATION (Examples)</th>
<th>HOUR RATE</th>
<th>MINIMUM HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td>16 Ft. Trailer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Truck</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance Truck</td>
<td></td>
<td></td>
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<tr>
<td>1-Ton Flat Bed Truck</td>
<td></td>
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<tr>
<td>Dump Truck</td>
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<tr>
<td>2-Ton Winch Truck</td>
<td></td>
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<tr>
<td>Air Compressor</td>
<td></td>
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<tr>
<td>Television Truck</td>
<td></td>
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<tr>
<td>Backhoe Rig</td>
<td></td>
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<tr>
<td>7-Ton Crane Truck</td>
<td></td>
<td></td>
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<tr>
<td>High Pressure Pipe Cleaner (Hydra)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vactor Truck (plus dump fee)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### LIST OF SUB-CONTRACTORS

<table>
<thead>
<tr>
<th>NAME</th>
<th>TYPE OF SERVICE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>
EXHIBIT F - REQUIRED FORMS

The following forms must be filled out and turned in with the Proposal and Cost bid in order for the submitting vendor to be considered responsive. Failure to include the following forms, signed and dated, may result the bid being rejected.

- EXHIBIT F-1: Respondent Information Form
- EXHIBIT F-2: Respondent’s Certification and Addenda Acknowledgement
- EXHIBIT F-3: Proposal Bond
- EXHIBIT F-4: Conflict of Interest Questionnaire (Form CIQ)
- EXHIBIT F-5: Certification Regarding Debarment
- EXHIBIT F-6: Standard Contract Document
- EXHIBIT F-7: Requirements for all Insurance Documents
- EXHIBIT F-8: House Bill 89 Verification Form
- EXHIBIT F-9: House Bill 1295 – Certificate of Interested Parties – Explanation & Instructions
- EXHIBIT F-10: Form 1295

(See Attached)

SCHEDULE OF KEY EVENTS

<table>
<thead>
<tr>
<th>NO.</th>
<th>ACTIVITY</th>
<th>DATE - TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>RFP Advertised in Local Paper</td>
<td>Sunday, December 01 and 08, 2019</td>
</tr>
<tr>
<td>2</td>
<td>Mandatory Pre-Proposal Meeting &amp; Facility Tours</td>
<td>Wednesday, December 18, 2019</td>
</tr>
<tr>
<td>3</td>
<td>Questions Deadline</td>
<td>Monday, December 23, 2019</td>
</tr>
<tr>
<td>4</td>
<td>Questions Answered and Addendum Posted</td>
<td>Wednesday, January 06, 2020</td>
</tr>
<tr>
<td>5</td>
<td>Proposals Due</td>
<td>Wednesday, January 15, 2020</td>
</tr>
<tr>
<td>6</td>
<td>Respondents Present Proposals</td>
<td>February 05-19, 2020</td>
</tr>
</tbody>
</table>

RFP CHECKLIST

CHECK OFF EACH OF THE FOLLOWING AS THE NECESSARY ACTION IS COMPLETED:

[ ] 1 The Proposal has been signed and dated.
[ ] 2 Cost Proposal price and totals have been checked.
[ ] 3 Respondent Information Form (Exhibit F-1)
[ ] 4 Respondent’s Certification and Addenda Acknowledgement, if any (Exhibit F-2)
[ ] 5 Proposal Bond (Exhibit F-3)
[ ] 6 Completed Conflict of Interest Questionnaire Form (Exhibit F-4)
[ ] 7 Completed Debarment Form (Exhibit F-5)
[ ] 8 Sample standard contract document (Exhibit F-6)
[ ] 9 Requirements for all insurance documents signed (Exhibit F-7)
[ ] 10 House Bill 89 Verification form signed (Exhibit F-8)
[ ] 11 The correct number of proposal copies enclosed
[ ] 12 The mailing envelope has been addressed to:
   City of Rosenberg
   Attn: City Secretary Office
   2110 4th Street, P.O. Box 32
   Rosenberg, Texas 77471

[ ] 13 The mailing envelope has been sealed and marked with the Respondent’s name, address, RFP number, Title and Due Date
EXHIBIT F-1 - RESPONDENT’S INFORMATION FORM

Full Legal Firm/Company Name: ________________________________

Business Street Address: ________________________________________

Business Mailing Address: ________________________________________

Business Telephone Number: ______________________________________

Business Fax Number: ____________________________________________

County: _____________ Minority Owned: __________ No. of Employees: _____


Year Est: _______ No. of Years in Business: _______ Federal ID No. _________________

Nature of Business: ______________________________________________

PRINCIPALS

Name: __________________________ Title/Position: ______________________

Name: __________________________ Title/Position: ______________________

Name: __________________________ Title/Position: ______________________

Name: __________________________ Title/Position: ______________________

Bank Reference: _________________________________________________

Name of Bank Officer: _____________________________________________

Address: ________________________________________________________

City/State/Zip: __________________________________________________

Phone Number: __________________________________________________
EXHIBIT F-2 – RESPONDENT’S CERTIFICATION OF ADDENDA ACKNOWLEDGEMENT

By signature affixed, the Respondent certifies that neither the Respondent nor the firm, corporation, partnership, or institution represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Respondent has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the bid submitted.

Respondent understands that it shall forfeit its Proposal Bond to the City, as liquidated damages, if the undersigned Respondent is selected as the successful Respondent and fails to execute the Contract and provide the Performance Bond and Payment Bonds as required by this RFP.

Respondent guarantees product offered will meet or exceed specifications identified in this RFP.

Respondent must initial next to each addendum received in order to verify receipt:

Addendum #1 ____________ Addendum #2 ____________ Addendum #3 ____________

Respondent Must Fill in and Sign:

Name of Firm/Company: ________________________________________________
Agent Name (printed): ________________________________________________
Mailing Address: _____________________________________________________
City, State, Zip: _____________________________________________________
Phone & Fax Numbers: ________________________________________________
E-Mail Address: _____________________________________________________
Authorized Signature: ________________________________________________
Date: __________________________________________________________________.


EXHIBIT F-3 - PROPOSAL BOND

Bond No.  

Name of Surety:  

Name of Offeror, as Principal:  

Name of Owner, as Obligee:  

Name of Project:  

RFP No.:  

Bond Amount (5% of Proposal, including alternates, if any):  

RECATALS:

The Owner has advertised for competitive sealed proposals for construction of the Project (Request for Competitive Sealed Proposals). The Offeror has submitted a Proposal to the Owner in response to the Request for Competitive Sealed Proposals that requires the Offeror to submit this Proposal Bond.

AGREEMENT:

The Surety and Offeror enter into this Proposal Bond and bind themselves in favor of the Owner in the Bond Amount shown above. The Surety and the Offeror, both jointly and severally, and for themselves, their heirs, administrators, executors, successors and assigns agree, as follows:

1 PROPOSAL BOND OBLIGATION. If the Offeror is the successful offeror and the Surety receives written notice from the Owner that the Offeror has failed to enter into the Contract with the Owner or provide the Performance Bond or Payment Bond within 10 days of the Contract award, the Surety will tender the full amount of this Proposal Bond to the Owner within 30 days of receipt of the notice. The damages that the Owner will suffer because of the Offeror’s failure to comply with the Request for Competitive Sealed Proposals is difficult to ascertain; so, the face amount of the Proposal Bond is agreed to be the amount of damages the Owner will suffer.

2 NOTICE TO SURETY. Notice is deemed delivered when actually received or, if earlier, three business days after the date of deposit in the United States mail, postage prepaid, registered or certified mail with return receipt requested addressed to Surety’s Registered Agent at the address identified in this Proposal Bond.

3 DURATION OF BOND OBLIGATION. This Proposal Bond remains in effect until:

(1) If the Proposal is accepted, the Offeror executes the Contract, submits the Performance Bond, Payment Bond, and all other documents required by the Contract, the Proposal and the Request for Competitive Sealed Proposals, and commences the work anticipated by the Contract.

(2) The City rejects the Proposal by:

(a) Awarding the Contract to another offeror;
(b) City Council action rejecting all proposals for the Project; or
(c) Not acting timely on the proposal as required by law or as provided in the Request for Competitive Sealed Proposals.

4 GOVERNING LAW AND VENUE. Texas law governs this Proposal Bond and any lawsuit on this Proposal Bond must be filed in a court that has jurisdiction in Fort Bend County, Texas.

5 SURETY REPRESENTATIONS. The Surety represents that it meets the requirements of Chapter 3503 of the Texas Insurance Code, as amended.
Executed this _______ day of ___________________, 2019 A.D.

SURETY COMPANY

ATTEST/WITNESS: (Seal)

Firm Name: ________________________________
By: ______________________________________
Name: ____________________________________
Title: _____________________________________
Address: __________________________________
City/State/Zip ______________________________
Telephone No.: _____________________________

Firm Name: ________________________________
By: ______________________________________
Name: ____________________________________
Title: _____________________________________
Address: __________________________________
City/State/Zip ______________________________
Telephone No.: _____________________________

(Attach original Power of Attorney. Attach document with registered agent’s name, mailing address, physical address, telephone number with area code, and facsimile number, if not same as attorney in fact).
EXHIBIT F-4 - CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)

CONFLICT OF INTEREST QUESTIONNAIRE
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.

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

Adopted 06/29/2007
EXHIBIT F-5 - CERTIFICATION REGARDING DEBARMENT

CONTRACTOR INFORMATION

Name: ________________________________

Address: ____________________________________________________________

______________________________________________________________

Principal Contact: ______________________________________

Tax ID Number: ____________________________________________

Project Number: ____________________________________________

Project Name: _______________________________________________

Certification Regarding Debarment, Suspension, Ineligibility and voluntary Exclusion

Indicate in the appropriate box (X) which statement applies to the covered potential contractor.

The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.

The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach and explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

The undersigned certifies that the potential contractor will not knowingly enter into any subcontract with a person who is excluded, debarred, suspended, declared ineligible or voluntarily excluded from participating in this covered transaction, unless authorized by the City of Rosenberg, Texas. The undersigned further certifies that the potential contractor will include this section regarding exclusion, debarment, suspension, ineligibility and voluntary exclusion without modification in any subcontracts or solicitations for subcontracts.

The undersigned swears that he/she is authorized to legally bind the prospective contractor to the above-described certification and is fully aware that this certification is made under penalty of perjury under that laws of the State of Texas.

________________________________________________________________________________________

Signature/Authorized Certifying Official Type Name and Title

Prospective Contractor/Organization Date Signed

State Contractor License No. (if any)
GENERAL SERVICES CONTRACT

This Contract (Contract) is made between the City of Rosenberg, Texas (City), and Contractor. The City and Contractor agree to the terms and conditions of this Contract, which consists of the following parts:

I. Summary of Contract Terms

Contractor:  
Company Name  
Vendor Address  
City, State Zip

Contact Person:  
Contact Name, Title  
Name@company.com

Description of Services:  
Description of services to be performed

Maximum Contract Amount:  
$X,XXX.XX

Length of Contract:  
One-Time or Term Contract

Effective Date:  
Upon Execution

Expiration Date:  
XX/XX/2025

II. Standard Contractual Provisions

A. Definitions

Contract means this Standard Services Contract.

Services means the services for which the City solicited bids or received proposals as described in this Contract.

B. Services and Payment

Contractor will furnish Services to the City in accordance with the terms and conditions specified in this Contract. Contractor will bill the City for the Services provided at intervals of at least 30 days, except for the final billing. The City shall pay Contractor for the Services in accordance with the terms of this Contract, but all payments of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Texas Government Code. The City reserves the right to modify any amount due to the contractor presented by invoice to the City if necessary to conform the amount to the terms of the Contract and Chapter 2251 of the Texas Government Code.
C. Termination Provisions

(1) City Termination for Convenience. Under this paragraph, the City may terminate this Contract during its term at any time for the City’s own convenience where the Contractor is not in default by giving written notice to Contractor. If the City terminates this Contract under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Contract to the date of termination.

(2) Termination for Default. Either party to this Contract may terminate this Contract as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default shall give the other party written notice of the default citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice, the party giving the notice of default may terminate this Contract by written notice to the other party, specifying the date of termination. Termination of this Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party. However, this provision is not intended to and does not act as a waiver of the City’s sovereign immunity.

(3) Multi-Year Contracts and Funding. If this Contract extends beyond the City’s fiscal year in which it becomes effective or provides for the City to make any payment during any of the City’s fiscal years following the City’s fiscal year in which this Contract becomes effective and the City fails to appropriate funds to make any required Contract payment for that successive fiscal year, then this Contract automatically terminates at the beginning of the first day of the City’s successive fiscal year of the Contract for which the City has not appropriated funds or otherwise provided for funds to make a required payment under the Contract. (Section 5, Article XI, Texas Constitution) It is expressly understood and agreed that the City shall have the right to terminate the agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract. The City may execute such termination by giving the Contractor a written notice of termination at the end of the City’s then-current fiscal year.

D. Liability and Indemnity. Contractor shall indemnify, hold harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorneys’ fees and any and all other costs or fees (whether rounding in constitutional law, tort, contract, or property law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the Contract and/or arising out of a willful or negligent act or omission of the Contractor, its officers, agents, and employees. It is understood and agreed that the Contractor and any employee or subcontractor of the Contractor shall not be considered an employee of the City. The Contractor shall not be within the protection or coverage of the City’s workers’ compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. The City specifically reserves the right to reject any and all of Contractor’s employees, representatives or subcontractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not to be in the best interest of the City, be found to be harassing to any City employee or third person, or is found to interfere with the effective and efficient operation of the City or the City’s workplace.

E. Liens. Contractor agrees to and shall indemnify and hold harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under or as a result of this Contract. At the City’s request, the Contractor and all subcontractors shall provide a proper release of any and all liens, or satisfactory evidence of freedom from all liens shall be delivered to the City.
F. **Confidentiality.** Any provision of this Contract that attempts to prevent the City's disclosure of information that is subject to disclosure under federal or Texas law or regulation, court or administrative decision or ruling, regardless of the source is invalid. (Chapter 552, Texas Government Code).

G. **Tax Exemption.** The City is not liable to Contractor for any federal, state or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item purchased for consumption by the City. Fuel purchased for resale shall include Federal Excise Tax under IRC Section 4081 and Texas Motor Fuel Tax if required under the Texas Tax Code Chapter 162. Texas limited sales tax exemption certificates will be furnished upon request. Contractor shall not charge for said taxes on purchases for consumption by the City. If billed, the City will remit payment less sales tax.

H. **Assignment.** The Contractor shall not assign this Contract without the prior written consent of the City.

I. **Law, Venue and Limitations.** This Contract is governed by the laws of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas. Any provision in this Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice & Remedies Code).

J. **Sovereign Immunity.** Any provision of this Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the Contract.

K. **Entire Contract.** This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

L. **Independent Contractor.** Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, method, or details of the work to be performed by Contractor under this Contract. The City and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that Contractor will take proper care and precautions to insure the safety of Contractor's officers and employees.

M. **Dispute Resolution Procedures.** The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter in relation to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

N. **Severability.** If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

III. **Special Terms or Conditions.**

IV. **Additional Contract Documents.** The following specified documents attached to this Contract are part of this Contract, except as follows: any provision contained in any of the Contractor's Additional Contract Documents specified below that conflicts with a Contract provision.
A. Contractor’s Additional Contract Documents:
   1. Insurance Certificate
   2. Conflict of Interest Questionnaire (CIQ)
   3. Texas Ethics Commission Form 1295

B. City’s Additional Contract Documents:
   1. Technical Specifications and Bid Documents

V. ENGAGING IN BUSINESS WITH SUDAN, IRAN OR FOREIGN TERRORIST ORGANIZATION PROHIBITED

Pursuant to Section 2252.152, Texas Government Code, CONTRACTOR warrants, represents and agrees that CONTRACTOR is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts as a company that engages in business with Sudan, Iran or a foreign terrorist organization.

VI. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF ROSENBERG:  CONTRACTOR:

__________________________
By: ______________________________

John Maresh
City Manager

Title: ______________________________

Date: ______________________________

__________________________
Attest:  City Secretary
EXHIBIT F-7 - REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Rosenberg accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

A. The City of Rosenberg shall be named as an additional insured with respect to General Liability and Automobile Liability on a separate endorsement.
B. A waiver of subrogation in favor of The City of Rosenberg shall be contained in the Workers Compensation and all liability policies and must be provided on a separate endorsement.
C. All insurance policies shall be endorsed to the effect that The City of Rosenberg will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
D. All insurance policies, which name The City of Rosenberg as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
E. Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.
F. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Rosenberg of any material change in the insurance coverage.
G. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
H. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
I. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Rosenberg.
J. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
K. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05) Coverage must be written on an occurrence form.
L. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
M. Upon request, Contractor shall furnish The City of Rosenberg with certified copies of all insurance policies.
N. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Rosenberg within ten (10) business days after contract award and prior to starting any work by the successful contractor’s insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Rosenberg, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Rosenberg. The certificate of insurance and endorsements shall be sent to:

City of Rosenberg
Emailed to: purchasing@rosenbergtx.gov
Mailed to: P.O. Box 32
Rosenberg, Texas 77471

Questions, please contact Tami Cyrus, Purchasing Agent, City of Rosenberg - 832-595-3350
EXHIBIT F-7 (cont’d)

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

Items marked "X" are required to be provided if award is made to your firm.

Coverages Required & Limits (Figures Denote Minimums)

<table>
<thead>
<tr>
<th>X</th>
<th>Coverage</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Workers’ Compensation:</td>
<td>Statutory limits, State of Texas - $500,000 per employee per disease</td>
</tr>
<tr>
<td></td>
<td></td>
<td>/ $500,000 per accident / $500,000 by disease aggregate</td>
</tr>
<tr>
<td>X</td>
<td>Employers’ Liability:</td>
<td>Covers criminal or fraudulent acts of employees</td>
</tr>
<tr>
<td>X</td>
<td>Commercial General Liability:</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>Very High/High Risk</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Risk</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Each Occurrence</td>
<td>$1,000,000</td>
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<tr>
<td></td>
<td>Fire Damage</td>
<td>$300,000</td>
</tr>
<tr>
<td></td>
<td>Personal &amp; ADV Injury</td>
<td>$1,000,000</td>
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<tr>
<td></td>
<td>General Aggregate</td>
<td>$2,000,000</td>
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<tr>
<td></td>
<td>Products/Compl Op</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>X</td>
<td>Automobile Liability:</td>
<td>(Owned, Non-Owned, Hired and Injury and Property coverage for all)</td>
</tr>
<tr>
<td>X</td>
<td>Very High/High Risk</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Risk</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Combined Single Limits</td>
<td>$1,000,000 Bodily</td>
</tr>
<tr>
<td></td>
<td>Garage Liability for B1 &amp; PD</td>
<td>$1,000,000 each accident for Auto, $1,000,000 each accident Non-auto</td>
</tr>
<tr>
<td></td>
<td>Garage Keepers Coverage (for Auto Body &amp; Repair Shops)</td>
<td>$2,000,000 General Aggregate</td>
</tr>
<tr>
<td>X</td>
<td>Umbrella each-occurrence with respect to primary Commercial General Liability,</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>Automobile Liability, and Employers Liability policies at minimum limits as follows:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Contract value less than $1,000,000: not required</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>Contract value between $1,000,00 and $5,000,000: $4,000,000 is required</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Contract value between $5,000,000 and $10,000,000: $9,000,000 is required</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Contract value between $10,000,000 and $15,000,000: $15,000,000 is required</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Contract value above $15,000,000: $20,000,000 is required</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Excess coverage over $10,000,000 can be provided on “following form” type to the underlying coverages to the extent of liability coverage as determined by the City.</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>Professional Liability:</td>
<td>including but not limited to services for Accountant, Appraiser, Architecture, consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, construction managers, including design/build Contractors.</td>
</tr>
<tr>
<td></td>
<td>Minimum limits of $1,000,000 per claim/aggregate. This coverage must be maintained for at least two (2) years after the project is completed.</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>Builder’s Risk</td>
<td>(if project entails vertical construction, including but not limited to bridges and tunnels or as determined by the City of Rosenberg) Limit is 100% of insurable value, replacement cost basis.</td>
</tr>
<tr>
<td>X</td>
<td>Pollution Liability</td>
<td>for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the City of Rosenberg)</td>
</tr>
<tr>
<td>X</td>
<td>Other Insurance Required:</td>
<td></td>
</tr>
</tbody>
</table>

NOTE: The nature/size of a contract/agreement may necessitate higher limits than shown above. These requirements are only meant as a guide, but in any event, should cover most situations. Check with Purchasing Office if you need assistance or need additional information.
RESPONDENT STATEMENT

I understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

RESPONDENT: ________________________________

SIGNATURE: ________________________________
EXHIBIT F-8 - HOUSE BILL 89 VERIFICATION

I, ___________________________________________ , the undersigned representative of ___________________________________________________ (Company or Business name), hereafter referred to as company, being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract the above-named Company, business or individual has with the City of Rosenberg.

Pursuant to Section 2270.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

__________________________________________
Date                                      Signature of Company Representative

__________________________________________
Position/Title
EXHIBIT F-9 – HOUSE BILL 1295 – CERTIFICATE OF INTERESTED PARTIES EXPLANATION AND INSTRUCTIONS

As of January 1, 2016, a new state policy was implemented that affects contracts with a governmental entity that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. HB1295 basically states the following...

House Bill 1295 amended the Texas Government Code by adding Section 2252.908, the Disclosure of Interested Parties. Under this Section 2252.908, the City of Rosenberg is prohibited from entering into a contract resulting from action by the governing body with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to the City at the time the business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

VENDOR’S Responsibility for Compliance:
1.) Go to the Ethics Commission Website using the following link to register and complete FORM 1295 - Certificate of Interest Parties Electronic Filing Application: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2.) Complete the filing application Form 1295 electronically with the Texas Ethics Commission using their online filing application. Click here to hyperlink to the form: Texas Ethics Commission Form 1295
3.) Print a copy of the completed form, which will include a certification of filing containing a unique certification number.
4.) Sign the form by an authorized agent of the business entity.
5.) Send a copy of the form with the executed contract to City personnel that is assisting with the contract.

As a “business entity,” all vendors must electronically complete, print, sign, and submit Form 1295 with their contracts even if there are no conflicting interested parties within the City.

Definitions Utilized for Completing Form 1295 include:
“Interested Party” means a person:
• Who has a controlling interest in a business entity with whom the City contracts; or
• Who actively participates in facilitating the contract or negotiating the terms of the contract with the City, including a broker, intermediary, adviser, or attorney for the business entity

“Business Entity” means an entity:
• Who is recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.
• This includes NonProfit and For-Profit Organizations as a Business Entity

“Intermediary” for purposes of this rule, means a person:
• Who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
• Receives compensation from the business entity for the person’s participation
• Communicates directly with the City on behalf of the business entity regarding the contract
• AND is not an employee of the business entity

“Controlling Interest” means a person:
• Whereby has ownership interest or participating interest in the business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent
• Is a member on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members
• Who serves as an officer of a business entity that has four or fewer officers or service as one of the four officers most highly compensated by a business entity that has more than four officers

As of December 22, 2017 the 1295 form is no longer required to be notarized.

Additional Information to Help Clarify HB1295:
• Should you have questions, or require additional information, please contact the Texas Ethics Commission at 512-463-5800.
• For questions submitting Form 1295 to the City, contact City personnel assisting you or email finance@rosenbergtx.gov.
# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

<table>
<thead>
<tr>
<th></th>
<th>Name of business entity filing form, and the city, state and country of the business entity’s place of business.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</td>
</tr>
<tr>
<td>3</td>
<td>Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Interested Party</th>
<th>City, State, Country (place of business)</th>
<th>Nature of Interest (check applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Controlling</td>
</tr>
</tbody>
</table>

5 Check only if there is an interested Party.

6 **UNSWORN DECLARATION**

My name is ____________________________, and my date of birth is ________________

My address is ____________________________, ____________________________, ____________________________, ____________________________, ____________________________, ____________________________, ____________________________  

I declare under penalty of perjury that the foregoing is true and correct.

Executed in ____________________________, County, State of ____________________________, on the ______ day of ___________, 20_____

________________________________________

Signature of authorized agent of contracting business entity (Decarant)
# EXHIBIT G - FACILITY ADDRESSES

## Water Plants - Wells - Towers

<table>
<thead>
<tr>
<th>Water Plant</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Plant 1 - Tower #1</td>
<td>2118 Avenue G</td>
</tr>
<tr>
<td>Water Plant 2 - Well #5A - Tower #2</td>
<td>1415 Alamo Street</td>
</tr>
<tr>
<td>Water Plant 3 - Well #6</td>
<td>1024 Grunwald Heights</td>
</tr>
<tr>
<td>Water Plant 4 - Well #7 - Tower #4</td>
<td>3720 Airport Avenue Rear</td>
</tr>
<tr>
<td>Water Plant 5 - Well #8 - Well #10</td>
<td>401 Cottonwood Church Road</td>
</tr>
<tr>
<td>Water Plant 6 - Well #9</td>
<td>7075 Reading Road</td>
</tr>
<tr>
<td>Water Plant 7</td>
<td>4926 Oak Briar Lane</td>
</tr>
<tr>
<td>Water Plant 8</td>
<td>7824 A. Myers Road</td>
</tr>
<tr>
<td>Water Tower 3</td>
<td>2214 Ruby Street</td>
</tr>
<tr>
<td>Water Tower 5</td>
<td>1022 FM 2977 (1.5MG EST)</td>
</tr>
</tbody>
</table>

## Sewer Plants

<table>
<thead>
<tr>
<th>Sewer Plant</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sewer Plant 1A</td>
<td>2700 Avenue A</td>
</tr>
<tr>
<td>Sewer Plant 2</td>
<td>3650 N. Fairgrounds Road</td>
</tr>
<tr>
<td>Sewer Plant 3</td>
<td>411 Cottonwood Church Road</td>
</tr>
</tbody>
</table>

## Lift Stations

<table>
<thead>
<tr>
<th>Lift Station</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lift Station 1</td>
<td>1820 3rd Street</td>
</tr>
<tr>
<td>Lift Station 2</td>
<td>3600 Avenue F</td>
</tr>
<tr>
<td>Lift Station 3</td>
<td>1002 Wilson Drive Rear</td>
</tr>
<tr>
<td>Lift Station 4</td>
<td>1814 Jones Street</td>
</tr>
<tr>
<td>Lift Station 5</td>
<td>1115 Avenue D</td>
</tr>
<tr>
<td>Lift Station 6</td>
<td>406 Mulcahy Street</td>
</tr>
<tr>
<td>Lift Station 7</td>
<td>2615 Mons Avenue</td>
</tr>
<tr>
<td>Lift Station 8</td>
<td>3102 West Street</td>
</tr>
<tr>
<td>Lift Station 9</td>
<td>2311 Avenue B</td>
</tr>
<tr>
<td>Lift Station 10</td>
<td>1911 Avenue A</td>
</tr>
<tr>
<td>Lift Station 11</td>
<td>2809 BF Terry Boulevard</td>
</tr>
<tr>
<td>Lift Station 14</td>
<td>2811 Airport Avenue</td>
</tr>
<tr>
<td>Lift Station 15</td>
<td>2119 Avenue B</td>
</tr>
<tr>
<td>Lift Station 16</td>
<td>1900 FM 2218 (Town Center)</td>
</tr>
<tr>
<td>Lift Station 17</td>
<td>100 Rude Road</td>
</tr>
<tr>
<td>Lift Station 18</td>
<td>451 Hwy 36 West</td>
</tr>
<tr>
<td>Lift Station 19</td>
<td>5630 Bryan Road</td>
</tr>
<tr>
<td>Lift Station 20</td>
<td>3301 Vista Drive</td>
</tr>
<tr>
<td>Lift Station 21</td>
<td>1205 Spur 529</td>
</tr>
<tr>
<td>Lift Station 22</td>
<td>2102 1st Street</td>
</tr>
<tr>
<td>Lift Station 23</td>
<td>1302 Cottonwood School Road</td>
</tr>
<tr>
<td>Lift Station 24</td>
<td>7707 Reading Road</td>
</tr>
<tr>
<td>Lift Station 25</td>
<td>2230 1/2 J. Meyer Road</td>
</tr>
<tr>
<td>Lift Station 27</td>
<td>6801 Reading Road</td>
</tr>
<tr>
<td>Lift Station 28</td>
<td>5110 1/2 Business Park Drive</td>
</tr>
<tr>
<td>Lift Station 29 (Future)</td>
<td>Klosterhoff Road</td>
</tr>
<tr>
<td></td>
<td>3827 1/5 Hwy 36 S. - Seabourne Creek Park Reclaimed Water Pump Station</td>
</tr>
</tbody>
</table>
## EXHIBIT H - VACTOR CLEANING SCHEDULE

<table>
<thead>
<tr>
<th>Lift Station</th>
<th>Address</th>
<th>Frequency</th>
<th>Cost Per Cleaning &amp; Debris Disposal</th>
<th>Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1820 Third Street</td>
<td>Quarterly</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Fiesta</td>
<td>Quarterly</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>1814 Jones</td>
<td>Quarterly</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Avenue D</td>
<td>Quarterly</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>2615 Mons Avenue</td>
<td>Quarterly</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>3102 West Street</td>
<td>Quarterly</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>2809 BF Terry Blvd.</td>
<td>Quarterly</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>2811 Airport Avenue</td>
<td>Quarterly</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>2119 Avenue B</td>
<td>Quarterly</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>1900 FM 2218</td>
<td>Quarterly</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>5630 Bryan Road</td>
<td>Quarterly</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>3301 Vista Drive</td>
<td>Quarterly</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>1302 Cottonwood</td>
<td>Quarterly</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>School</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>7707 Reading Road</td>
<td>Quarterly</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>6801 Reading Road</td>
<td>Quarterly</td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>Business Park</td>
<td>Quarterly</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total
EXHIBIT I-1 - PERFORMANCE BOND

Bond No. __________________________

Name of Surety: __________________________

Name of Contractor as Principal: ______________________________

Name of Owner as Obligee: City of Rosenberg, Texas

Name of Project: ____________________________________

Contract No. ____________________________________

Date of Contract: ___________________________
(Not before Bond execution date)

Bond Amount (Contract Price): ________________________

RECITALS:

The Contractor has executed a Contract with the Owner for the above-listed Project in the City of Rosenberg. The Contract requires the Contractor to furnish this Performance Bond.

AGREEMENT:

The Surety and Contractor enter into this Performance Bond and bind themselves in favor of the Owner in the Bond Amount shown above. The Surety and the Contractor, both jointly and severally, and for themselves, their heirs, administrators, executors, successors and assigns agree, as follows:

1. CONTRACT INCORPORATED. The Contract is incorporated by reference and made a part of this Performance Bond. The Contractor and Surety will comply with all the terms and conditions of the Contract, both express and implied.

2. DURATION OF BOND OBLIGATION. This Performance Bond is conditioned on the faithful performance of the Work in accordance with the Contract and remains in effect until the Contractor performs all its obligations under the Contract and this Performance Bond, including the warranty period expressed in the Contract.

3. NOTICE OF CONTRACTOR’S DEFAULT. If the Surety receives written notice from the Owner (sent by certified or registered mail to the Surety’s Registered Agent at the address identified in this Performance Bond) of the Contractor’s default and failure to cure the default, the Surety will notify the Owner in writing within ten days of receipt of the notice which action it will take under Paragraph 4 of this Performance Bond.
4. SURETY’S OBLIGATION UPON CONTRACTOR DEFAULT. Upon the Surety’s receipt of Owner’s written notice of the Contractor’s default and failure to cure the default, the Surety must begin to remedy the default within 30 days by taking one of the following actions:

(a) **Proceed itself.** Complete performance of the Contract, including correction of defective and nonconforming Work, through its own contractor(s), which are acceptable to the Owner, and make payments directly to the contractor(s) from the Surety’s funds. During performance of the Contract the Surety will be paid only those sums that are due and payable under the Contract.

(b) **Tender a completing contractor acceptable to Owner.** Tender to the Owner a contractor acceptable to the Owner together with a contract for Owner’s execution to fulfill and complete the Contract, including all corrective work, warranties and bonds required under the Contract. An acceptable contractor is one that is qualified to offer a bid or proposal on the Contract and is not affiliated with the Contractor.

The completing contractor must furnish to the Owner a separate performance bond and payment bond, each in the form of those bonds previously furnished by the Contractor for the Contract. Each such bond must be in the penal sum of the total cost to complete the Contract and correct defective, nonconforming Work.

The completing contractor will be paid only those sums as would have been due and payable to the Contractor. If the Owner must pay the completing contractor sums which would not have then been due and payable to the Contractor under the Contract (any sums in excess of the then remaining Contract balance less any sums due the Owner under the contract), the Surety must pay to the Owner the full amount of those sums at the time the completing Contractor is tendered to the Owner so that the Owner can use those sums to timely pay the completing contractor. The Surety’s liability, however, will not exceed the Full Penal Sum of this Performance Bond.

(c) **Tender the full penal sum.** Tender to the Owner the Full Penal Sum of this Performance Bond. After the expiration of the warranties under the Contract, the Owner will refund to the Surety, without interest, any unused portion not spent by the Owner to procure and pay a completing contractor or to complete the project contract itself.

(d) **Other acts.** Take any other acts the Owner and Surety mutually agree upon in writing.

(e) **Failure to take action.** The Surety waives its right to take any of the above actions and to receive payment of the Contract balance if it does not begin work or tender a new completing contractor, as set forth above, within 30 days of the Surety’s receipt of written notice that the Contractor has defaulted and not cured the default as required by the Contract.
5. SURETY’S ADDITIONAL OBLIGATIONS. In addition to its other obligations in this Performance Bond, the Surety must promptly pay the Owner all losses, costs, and expenses resulting from the:

(a) Contractor’s default(s), including, without limitation, liquidated damages under the Contract, and all fees, expenses and costs of procuring another contractor and for architects, engineers, consultants, testing, surveying and attorneys; and

(b) Acts or omissions of the Surety; and

(c) Owner’s compliance with the Surety’s directions or requests.

6. SURETY’S WAIVER OF NOTICE. The Surety waives notice of any modifications to the Contract, including changes in the Contract Price, the amount of liquidated damages, or the Work to be performed. The Surety is held to have knowledge of all acts or omissions of the Contractor in matters pertaining to the Contract. Furthermore, the Surety relieves the Owner from exercising diligence in securing the Contractor’s compliance with the Contract.

7. GOVERNING LAW AND VENUE. Texas law governs this Performance Bond and any lawsuit on this Performance Bond must be filed in a court that has jurisdiction in Fort Bend County, Texas.

8. INCORPORATION OF STATUTE. This Performance Bond is provided in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, which is incorporated by reference. All liabilities on this Performance Bond shall be determined in accordance with that Chapter.

9. SURETY REPRESENTATIONS. The Surety represents that it meets the requirements of Chapter 3503 of the Texas Insurance Code, as amended.

Contractor: 

Surety: 

(Typed Firm Name) 

(Typed Firm Name) 

(Seal) 

(Seal) 

By: _________________________________  By:_____________________ ________  

(Signature—Attorney in Fact) 

(Signature—Attorney in Fact) 

(Printed Name) 

(Printed Name) 

(Title) 

(Title)
(Physical Address)                                      (Physical Address)

(Mailing Address)                                      (Mailing Address)

(Telephone No. with Area Code)                         (Telephone No. with Area Code)

(Date of Execution)                                     (Date of Execution)

(Attach original Power of Attorney. Attach document with registered agent’s name, mailing address, physical address, telephone number with area code, and facsimile number, if not same as attorney in fact).
EXHIBIT I-2 - PAYMENT BOND

Bond No. __________________________________________________________

Name of Surety: ______________________________________________________

Name of Contractor, as Principal: _______________________________________

Name of Owner, as Obligee: City of Rosenberg, Texas

Name of Project: ______________________________________________________

Contract No. _______________________________________________________

Date of Contract: ____________________________________________________
(Not before Bond execution date)

Bond Amount (Contract Price): _______________________________________

RECITALS:

The Contractor has executed a Contract with the Owner for the above-listed Project in the City of Rosenberg. The Contract requires the Contractor to furnish this Payment Bond.

AGREEMENT:

The Surety and Contractor enter into this Payment Bond and bind themselves in favor of the Owner. The Surety and the Contractor, both jointly and severally, and for themselves, their heirs, administrators, executors, successors and assigns agree, as follows:

1 CONTRACT INCORPORATED. The Contract is incorporated by reference and made a part of this Payment Bond. The Contractor and Surety will comply with all the terms and conditions of the Contract, both express and implied.

2 PAYMENT BOND BENEFICIARIES. This Payment Bond is solely for the protection and use of the Payment Bond beneficiaries pursuant to Chapter 2253, Tex. Gov’t Code.

3 DURATION OF BOND OBLIGATION. This Payment Bond remains in effect until the Contractor pays all the Payment Bond beneficiaries as required by Chapter 2253, Tex. Gov’t Code and the Contract.

4 SURETY’S WAIVER OF NOTICE. The Surety waives notice of any modifications to the Contract, including changes in the Contract Price, the amount of liquidated damages, or the Work to be performed.

5 GOVERNING LAW AND VENUE. Texas law governs this Payment Bond and any lawsuit
on this Performance Bond must be filed in a court that has jurisdiction in Fort Bend County, Texas.

6 **INCORPORATION OF STATUTE.** This Payment Bond is provided in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, which is incorporated by reference. All liabilities on this Payment Bond shall be determined in accordance with that Chapter.

7 **SURETY REPRESENTATIONS.** The Surety represents that it meets the requirements of Chapter 3503 of the Texas Insurance Code, as amended.

**Contractor:**

---

(Typed Firm Name)

(Seal)

By: _________________________________

(Signature—Attorney in Fact)

(Printed Name)

(Title)

(Physical Address)

(Mailing Address)

(Telephone No. with Area Code)

(Date of Execution)

**Surety:**

---

(Typed Firm Name)

(Seal)

By: _________________________________

(Signature—Attorney in Fact)

(Printed Name)

(Title)

(Physical Address)

(Mailing Address)

(Telephone No. with Area Code)

(Date of Execution)

(Attach original Power of Attorney. Attach document with registered agent’s name, mailing address, physical address, telephone number with area code, and facsimile number, if not same as attorney in fact).