



VENDOR AGREEMENT

This Agreement made this 4th day of August 2017, by and between City of League City (City), located in League City, Texas and **Fort Bend Services, Inc.**, located at **13303 Redfish Lane, Stafford, TX 77477** (Contracting Party).

City and Contracting Party agree as follows:

1. **CONTRACT TERM:** The initial term of this Agreement shall be for a period of **one (1) year(s)**, from **8/28/2017** to **8/27/2018** with a two (2) one-year options to renew.

City reserves the right to terminate the Agreement at any time, with or without cause, on thirty (30) days prior written notice to Contracting Party.

2. **CONTRACT DOCUMENTS/WORK STATEMENTS:** The provisions of the attached City **Request for Proposals (RFP) #17-038**, dated **May 23, 2017** for **Polyacrylamide Cationic Emulsion Liquid Polymer**, are hereby incorporated by reference and made a part of this Agreement. To the extent there are conflicts or inconsistencies between the documents, the order of priority in which documents will be interpreted is as follows:

- The provisions of this document
Fort Bend Services, Inc.'s response to City of League City RFP #17-038.

3. **CONTRACT FEE:** In consideration for the mutual covenants contained herein, City shall pay Contracting Party for the purchase of **Polyacrylamide Cationic Emulsion Liquid Polymer** for use in the City's dewatering process of municipal wastewater plant sludge at the rates set for in Contracting Party's response to RFP# 17-038. Total compensation shall not exceed unit price of \$1.10 per pound and an estimated annual cost of **\$74,149.02 for contract term**. Payment terms for amounts due from City under the Agreement (including due dates, late fees and interest) are governed by Chapter 2251 of the Texas Government Code.

4. **CONFLICT OF INTEREST:** Contracting Party assures that to the best of its knowledge there exists no conflict of interest or appearance of a conflict between



Contracting Party's family, business or financial interest and the services provided under this Agreement. Should this situation change during the term of this Agreement, Contracting Party will advise City of such change.

5. **INDEPENDENT CONTRACTOR:** This Agreement shall not be construed to create a partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. The relationship of the Contracting Party to City is and shall continue to be that of an independent contractor, and no liability or benefits such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, arising out of or related to an employer/employee relationship, shall arise, or accrue to either party or either party's agent, subcontractor or employee, as a result of this Agreement or its performance. No relationship, other than that of independent contractor, shall be implied between the parties or between either party and the other party's agent, employee, or subcontractor, and the Contracting Party hereby agrees to hold City harmless from any such claims by it or its associates, and any cost or expense related thereto.

6. **DEFAULT:** In the event of a failure by Contracting Party to satisfactorily perform the services specified herein and/or a default by Contracting Party in abiding by the other terms and conditions of this Agreement, City may terminate the Agreement on written notice to Contracting Party and Contracting Party shall be liable for all damages, costs, and expenses (including attorney fees) incurred by City related to this default.

7. **ALTERNATIVE DISPUTE RESOLUTION:** The dispute resolution process provided for in Chapter 154 of the Texas Civil Practice and Remedies Code may be used, by City and Contracting Party to attempt to resolve any claim for breach of contract made by Contracting Party, to the extent it is applicable to the Agreement and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by City or the State of Texas of the right to seek redress in a court of law.

8. **ASSIGNMENT:** The parties recognize that this contract is based upon the skill and expertise of the parties and therefore agree that the contract and the obligations thereunder may not be assigned or delegated without the written consent of the other party, except as expressly allowed by this contract.

9. **COMPLIANCE WITH LAW:** Contracting Party shall certify that he/she or it is in compliance with all applicable state and federal laws, including non-discrimination laws as it relates to the terms and conditions of the agreement.

10. **NON-APPROPRIATIONS:** Contracting Party understands that City is a governmental entity, and should the Legislature fail to provide funding for any period during



the term of this contract, City shall be excused for all liability for payment. City is required to give Contracting Party written notice within thirty (30) days after learning that the funds will not be available. Upon receiving written notice from City, this contract will automatically terminate

11. **NOTICES:** Any notice given under this contract by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) days after mailing.

12. **OFFICIALS NOT TO BENEFIT:** No Mayor, Council-person, officer, director, employee, administrator and representative of City shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

13. **GOVERNING LAW/VENUE/STATUTE OF LIMITATIONS:** The validity of this Agreement and the interpretation of its terms and the applicable statute of limitations for any cause of action brought by or against City pursuant to the Agreement shall be governed by the laws of the State of Texas. Jurisdiction for any legal proceedings incident to this agreement shall lie in Galveston County, Texas.

14. **FORCE MAJEURE:** In the event of Force Majeure, City may terminate this agreement by written notice following such casualty and City shall not be responsible for any damages sustained by Contracting Party. Force Majeure shall mean fire, earthquake, flood, act of God, strikes or other labor disturbances, riots or civil commotion, litigation, terrorism, war or other acts of any foreign nation, power of government or government agency or authority, or any other cause like or unlike any cause above-mentioned which is beyond the control or authority of City.

15. **SUBCONTRACTS:** Any subcontracts and outside associates or consultants required by Contracting Party in connection with the services covered by this contract will be limited to such individuals or firms as were specifically identified and agreed to during negotiations. Contracting Party shall ensure that each subcontractor complies with all provisions of the Agreement and this Addendum. Contracting Party shall remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the products and/or services set forth in the Agreement.

16. **TAX EXEMPTION:** City and Contracting Party agree that City will not be required to pay any taxes for which it can demonstrate an exemption.



17. **CONFIDENTIALITY:** Subject to the Texas Public Information Act and any similar legal requirements, neither Party shall disclose any confidential information obtained from the other Party without such Party's prior written approval.

18. **INTELLECTUAL PROPERTY:** Contracting Party represents that it has all intellectual property rights necessary to enter into and perform its obligations under the Agreement and shall indemnify, defend and hold harmless the State of Texas and City against any action, claim, liability, loss or expense related to such intellectual property rights and representations. Contracting Party will pay any damages attributable to such claim that are awarded against the State of Texas and/or City in a judgment or settlement.

19. **INDEMNIFICATION:** Contracting Party shall indemnify and hold harmless City, and each of its regents, officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including without limitation attorneys' fees and reasonable litigation costs, arising out of, connected with, or resulting from any acts or omissions of Contracting Party or any agent, employee, subcontractor, or supplier of Contracting Party in the execution or performance of this contract.

20. **INSURANCE:** For the entire term of the Agreement ("Term"), Contracting Party shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence. If, during the Term, Contracting Party will enter City property, Contracting Party shall also maintain the following insurance: (i) Worker's Compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of \$500,000 per accident; (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit; (iii) for engineers and architects only: Professional Liability coverage of \$5,000,000 per occurrence; and (iv) for builders only: Builder's Risk coverage in the amount of the construction cost, including protection against named windstorm and flood. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name City as Additional Insured. Contracting Party shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Contracting Party shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

21. **AUDIT; INDEPENDENT AUDITS; RIGHT TO AUDIT; RETENTION; SUPPORTING DOCUMENTS:** The Contracting Party agrees and authorizes City and/or the State Auditor (collectively, "Auditor") to conduct audits or investigations in connection with this Agreement. Contracting party agrees to cooperate with Auditors conducting such



audits or investigations and to provide all information and documents reasonably requested. Contracting Party will include this provision in all contracts with permitted subcontractors.

22. **LIMITATIONS:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.

23. **SOVEREIGN IMMUNITY:** Except as otherwise provided by Texas law, neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement is a waiver of sovereign immunity by City.

24. **REPRESENTATIONS BY CONTRACTING PARTY:** Contracting Party represents and warrants that it will obtain and maintain in effect, and pay the cost of all licenses, permits or certifications that may be necessary for Contracting Party's performance of this Agreement. If Contracting Party is a business entity, Contracting Party warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contracting Party.

25. **ELIGIBILITY TO RECEIVE PAYMENT:** Contracting Party certifies that, as a matter of State law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this representation is inaccurate.

26. **PAYMENT OF DEBT/DELINQUENCY TO STATE:** Contracting Party certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Contracting Party agrees that any payments owing to Contracting Party under the Agreement may be applied directly toward any debt or delinquency that Contracting Party owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.



27. **PRODUCTS AND MATERIALS PRODUCED IN TEXAS:** If Contracting Party will provide services under the Agreement, Contracting Party covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

28. **TRAVEL EXPENSES:** If the Agreement requires City to reimburse for travel expenses, the Contracting party shall invoice all requests for reimbursement in accordance with the State of Texas travel, meal and lodging reimbursement guidelines applicable to State of Texas employees.

29. **RISK OF LOSS:** All work performed by Contracting Party pursuant to the Agreement will be at Contracting Party's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, such loss or damage will be Contracting Party's responsibility.

30. **PUBLICITY:** Contracting Party shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.

31. **LEGAL CONSTRUCTION/SEVERABILITY:** In the event that any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable. The Parties may mutually agree to renegotiate the contract to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.

32. **NON-WAIVER:** No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.

33. **ENTIRE AGREEMENT:** This contract constitutes the entire contract and supersedes all prior or contemporaneous agreements, whether written or oral, between the parties. Verbal representations not contained herein shall not be binding on the parties unless acknowledged by them in writing.



34. **AUTHORITY:** The person signing below on behalf of City and Contracting Party warrants that he/she has the authority to execute this contract according to its terms.

35. **AMENDMENT:** This Agreement may be changed, amended, modified, extended or assigned only by mutual consent of the parties provided that consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect.

36. **BINDING AGREEMENT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, City and Contracting Party, by and through their duly authorized officers and representatives, have executed this Agreement as of the date first above written.

CITY OF LEAGUE CITY

CONTRACTING PARTY:

FORT BEND SERVICES, INC.

By: **John Baumgartner**

By: David James

Title: **City Manager**

Title: Vice President of Sales

Date: _____

Date: 8/4/2017

Department Director: _____



REQUEST FOR PROPOSALS (RFP)

RFP #17-038

POLYACRYLAMIDE CATIONIC EMULSION LIQUID POLYMER

DEADLINE: Sealed proposal submittals must be received by **2:00 p.m., CST, Tuesday, May 16, 2017**. (The clock located at the receptionist desk in the lobby of City Hall will be the official time.) Applicant names of all proposals received will be read aloud on this date at the City of League City, City Hall Executive Conference Room, 300 W. Walker Street, League City, TX 77573. Proposals received after the deadline stated herein will not be opened and shall be considered void and unacceptable.

MARK ENVELOPE: #17-038 – Liquid Polymer

DELIVERY ADDRESS: Please submit one (1) marked original and three (3) exact duplicate copies of your complete proposal along with one (1) electronic copy (CD or flash drive) properly labeled and clearly marked with the RFP number and description to:

City of League City
Purchasing Department
300 West Walker
League City, TX 77573
Monday – Thursday: 8:00 am to 6:00 pm
Friday: 8:00 am to 12:00 pm

Proposals sent via courier must be sealed in a separate envelope inside of the mailer.

POINT OF CONTACT: All inquiries regarding this RFP must be made, in writing, to Shawna Tubbs, Purchasing Manager, at shawna.tubbs@leaguecitytx.gov. The City shall not be responsible for any verbal communication between any employee of the City and any potential firm. Only written requirements and qualifications will be considered.

The City of League City reserves the right to reject any and all proposals, to waive irregularities, and to accept the proposal deemed the most advantageous to the City.

Deadline for submission of questions is Thursday, May 4, 2017 by 6:00 p.m.



City of League City
Request for Proposal #17-038
Polyacrylamide Cationic Emulsion Liquid Polymer

1. Introduction:

The City of League City is soliciting proposals from firms who are interested and qualified to provide Polyacrylamide Cationic Emulsion Liquid Polymer for use in the dewatering process of municipal wastewater treatment plant sludge. It is the intent of the City to select a single firm to accomplish all services outlined in this RFP.

1.1 Clarification and Interpretation of RFP

1.1.1 The words “must” or “will” or “shall” in this RFP indicate mandatory requirements. Taking exception to any mandatory requirement will be grounds for rejection of the proposal.

1.1.2 The City desires to avoid any misunderstanding where it is assumed that a feature is included in the proposal and turns out to be an optional, extra cost feature. As such, any question answered with an indication of compliance will be considered included at no additional cost. Any service that is referred to in the body of this response (does not pertain to attachments and brochures) will be considered included in the basic offer.

1.2 Purpose

The purpose of this RFP is to provide minimum requirements, solicit proposals and gain adequate information from which the City may evaluate the proposer’s products and services as they compare to other providers and as they pertain to the needs of the City’s organization as defined in this document.

2. Background Information:

2.1 General

The material to be furnished during the period of agreement will be used by the City of League City’s Wastewater Department to aid in the dewatering of municipal biological waste sludge produced by the City’s three activated sludge wastewater treatment facilities. The polymer used shall cause efficient and effective conditioning and flocculation of municipal sludge which is applied to the dewatering process used by the City.

The solids at the Dallas Salmon Wastewater Treatment Plant (DSWTP) are aerobically digested and consist of 100% secondary waste activated sludge. The digester bio-solids are dewatered by one 1.6 meter and one 2.0 meter US Filter BPR radial wedge belt filter press. Biosolids feed rate to the belt filter press is routinely 100 GPM, with a range of 85 to 150 GPM, at approximately 1.5 to 3.0% solids.

Dewatering at the Southwest Water Reclamation Facility (SWRF) is accomplished with an Andritz centrifuge, with a maximum feed rate of 140 GPM and an average feed rate of 100 GPM, at approximately 1.0 to 2.0% solids. The projected production of dewatered sludge cake is approximately 1350 dry tons annually.

2.2 Locations

Dallas Salmon WWTP
703 N. Wisconsin
League City, TX 77573

Southwest Water Reclamation Facility
1551 S. Maple Leaf Dr.
League City, TX 77573

3. Scope of Work:

3.1 General

The successful proposer shall supply undiluted liquid polymer material in a sufficient quantity to maintain continuous operation of the dewatering facility (56 hours per week). An approximate figure of 55,200 pounds of undiluted liquid polymer material represents the total amount required for one (1) year.

To minimize problems in handling, operation and maintenance of feed system, and to utilize existing facilities, this agreement shall be limited to only high molecular weight Polyacrylamide Cationic Emulsion Liquid Polymer for municipal wastewater sludge conditioning and mechanical dewatering at the City's wastewater treatment facilities.

3.2 Estimates

Due to handling limitations of the existing dewatering facility, only 2,300 pound (275 gallon) tote containers will be considered. Typical orders have consisted of one tote per month to each facility. Estimates are for acquainting potential bidders with probable quantities during the contract period and are not intended to set forth minimum or maximum quantities and should not be construed as such. The City reserves the right to increase or decrease quantities for any item without an increase in pricing. This contract is intended for routine and continuous usage.

3.3 Materials

Polymers shall be dispersion/emulsion type only and readily and completely soluble in water. The polymer must maintain ninety percent (90%) effectiveness for up to six (6) full months after delivery. Physical and chemical characteristics shall not change during this period. The polymer materials in both concentrated and diluted forms shall be classified as non-hazardous material for shipping and use under applicable standards, and shall not require special handling, nor shall they pose hazards to employees working with them. The polymer supplied must have a low toxicity with respect to contact with the skin and eyes and to accidental ingestion or inhalation. First aid or other suggested medical treatment procedures for this product must be furnished by the supplier prior to delivery or first shipment. The material shall not be corrosive to the equipment. The vendor shall be responsible for any equipment necessary to make their polymers compatible with the existing storage and handling facilities. All polymer

containers will be stamped with the date of production and an expiration date. The supplier shall also provide a list of published physical and chemical properties in the form of Material Safety Data Sheets (MSDS).

3.4 Availability/Back Orders

Successful proposer shall have sufficient stock to fill any order within the stated delivery time. Supplier agrees to notify the City when out of stock on any items. Back orders must be held to a minimum. It shall be the responsibility of the supplier to immediately notify department personnel of any back-ordered item in writing and give a firm delivery promise. The supplier shall also maintain a current list of all department back orders and provide a copy of said list to department personnel on a monthly basis. This monthly back order report shall give the order number, part number, item description, quantity and delivery promise. Failure to keep back orders to a minimum or failure to provide the monthly back order report may be cause for cancellation of the contract. The City reserves the right to use other sources to purchase stock if it is not available from the successful proposer.

3.5 Delivery

Scheduling will be coordinated through the Chief Plant Operators of both treatment facilities based on operational needs. All deliveries will be Monday – Thursday, 7:00 a.m. to 5:00 p.m. and/or Friday 7:00 a.m. to 11:00 a.m. All materials shall be delivered FOB to the DSWWTP or SWRF and be ready for immediate dilution with water and injection into the dewatering system. The product shall be delivered within three to five working days from order. Vendor will provide all personnel for unloading. The delivery vehicle must be equipped with a suitable hydraulic or electrical lifting device capable of placing shipments (275 gallon totes) into the dewatering building polymer feed areas. Delivery and quantity will be on an as-needed basis. All deliveries are subject to inspection, count and/or testing.

Supplier shall be responsible for removal and final disposal of all empty polymer containers. When each site reaches a maximum of six (6) empty containers, ALL empty containers shall be removed for proper disposal within ten (10) working days of receiving notification from the City.

3.6 Special Conditions

Polymers will be used in a manner which is in the best interest of the City. Every effort should be made by the vendor to utilize the existing polymer mix and feed systems. Should the polymer require in the drum mixing prior to dilution, the vendor will supply all necessary mixing equipment. If a polymer is selected other than current polymer used by the City, the City reserves the right to require a thirty (30) day trial period for a performance comparison on various feed sludge conditions that might occur in the digestion process. Upon evaluation of the performance of the polymer, the City reserves the right to reject or accept the proposed polymer based on the ability to perform under various sludge conditions. If any shipment of polymer is proven to be more than five percent (5%) less effective than the control sample, the City reserves the right to reject that shipment. The rejected material shall be removed by the supplier at the supplier's expense. The supplier shall then replace the rejected material with satisfactory material or credit to the city for the full delivered price of the rejected material.

Upon request, vendor shall provide technical assistance throughout the contract period for improving the performance and utilization of their product. Vendor will be required to conduct testing, under the City's supervision, to insure compliance with the requirements when materials are deemed unsatisfactory.

4. Selection Process:

4.1 Evaluation

All proposals will be screened by an evaluation committee in a 2-part process.

Phase I – The evaluation committee shall screen and rate all of the responses that are submitted based on the evaluation criteria listed in Section 5.4 and 5.5.

Phase II – Those proposers selected for a short list will be invited to collect samples for bench testing and participate in a trial run, at the proposers own expense. This invitation will not represent any decision on the part of the evaluation committee as to the selection of a successful proposer.

4.2 Sample Collection

4.2.1 Samples for bench testing must be collected within five (5) working days prior to trial test runs for vendor specific analysis.

4.3 Trial Test Run

4.3.1 Trial test runs will be performed on municipal sludge using existing city equipment located at the DSWWTP (belt filter press) and SWRF (centrifuge). The City's preference is for one common product to serve belt filter press and centrifuge operation. Understanding that belt press versus centrifuge operation may create polymer performance variations, the City will consider two separate products if vendor can prove substantial cost/performance efficiency.

4.3.2 Selected vendors for the trial run will furnish all sample polymer(s) at the vendors expense. It will be the responsibility of the supplier to demonstrate that the polymer being proposed can perform as requested. Each vendor will be limited to two (2) products per dewatering method for trial purposes. The material shall be free of any foreign matter or compounds that may injure dried sludge for use as a soil conditioner, or seriously influence process operations of the wastewater treatment facilities.

4.3.3 The following conditions will be followed during the trial test runs of each product before awarding a contract:

- a. The Field Operations Manager, or his designee, will schedule the polymer testing dates with each vendor.
- b. The City will allow the vendor to operate (under direct supervision by the City) all existing dewatering equipment, if the vendor so desires to ensure the most effective and efficient performance of their product.
- c. The vendor will be allowed up to three (3) working days to perform trial test runs for polymer proposed based on belt press and centrifuge performance. Additional time, if needed, will be allowed not to exceed two (2) additional days.
- d. Trial run for each product tested will be based on four (4) hour runs.
- e. Vendor shall provide Excel spreadsheet with formulas for all applicable parameter calculations at the end of each trial run with finalized legible calculations turned in to City staff at the end of each day of the testing period. Spreadsheet shall also include cost per dry ton of all test run trials.

- 4.3.4 A sludge cake sample will be collected by City personnel from each trial test run, at one-hour intervals, for a minimum of 3 samples per run and analyzed for percent solids concentration at the City's Wastewater Laboratory.
- 4.3.5 The Wastewater Laboratory will furnish the trial test run sludge cake percent solids analysis results for each vendor the same day of completion of each vendor's test. The City will supply the following information:
 - a. Sludge press filter cake percent solids concentration.
 - b. Digester percent solids concentration.
 - c. Percent recovery filtrate
 - d. Gallons used of each polymer tested for each run, to two (2) decimal places (E.g. 1.25 gallons)
 - e. Length of each sample run, in minutes, with each product.
 - f. Cost per dry ton per product tested.

5. Instructions to Bidders:

5.1 General

This section outlines specific instructions for proposal submissions. **Proposers not adhering to these instructions shall be disqualified without further consideration.**

At the public opening, there will be no disclosure of contents to competing firms, and all proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the firm identifies as proprietary, all proposals will be open for public inspection after the contract award. All proposals become the property of the City of League City.

The City of League City requires comprehensive responses to every section within this RFP. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and will result in disqualifications. To facilitate the review of the responses, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Vendors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to arrange the proposal as requested may result in the disqualification of the proposal. *It is requested that proposals be limited to no more than 25 pages, excluding resumes.* Proposals shall have 1" margins and be single-sided, single spaced, using Times New Roman 12 point font. All pages of the proposals must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

5.2 Project Timeline

The vendor/contractor selection process will follow the timeline shown below. Estimated key milestone dates for the completion of the project are also included:

Request for Proposals Issued: April 24, 2017

Deadline for Submitting Questions: May 9, 2017, 5:00 p.m.

Proposal Submission Deadline: May 16, 2017, 2:00 p.m.

Selection Process: May 17 – 23, 2017

Sample Collection: May 30 – June 5, 2017

Trial Test Runs: June 6 – 15, 2017

Planned Award of Contract: July, 2017

Planned Notice to Proceed Issued: July, 2017

5.3 Statement of Compliance

By submission of a response to this RFP, proposer acknowledges full compliance with required specifications and all terms and conditions as detailed in the RFP.

PHASE I

5.4 TAB A – Qualifications – 20 points

- 5.4.1 Include description of your company's general understanding of the scope of services and tasks necessary to complete the service of providing polymer for the City of League City. Include a Company Profile, brief description of the company, its history and services offered.
- 5.4.2 Identify competent, trained personnel familiar with coagulation and dewatering of wastewater sludge along with technical knowledge of belt filter presses and centrifuge operation. Include any professional designations and affiliations, certifications and licenses, etc.

5.5 TAB B – Experience – 20 points

- 5.5.1 Provide a brief description of services in regard to providing, processing and delivering of polymer in municipal/domestic wastewater treatment facilities for solids removal over the past five (5) years.

PHASE II

5.6 TAB C – Pricing and Fees - 25 points

- 5.6.1 The proposal shall provide brand name, price per pound per dry ton per location, any delivery surcharge.
- 5.6.2 The proposal shall include any additional fees for additional services required for successful execution of this service but not specifically identified in this RFP or optional services that may enhance the City's benefit.

5.7 TAB D – References – 5 points

- 5.7.1 Provide references for similarly successful services from at least three (3) governmental agencies, including the name of the agency, contact name, telephone, email address, gallons per day serviced, years of service.

5.8 Product Performance – 30 points

- 5.8.1 The City will evaluate all products used during the trial test run on the following:
 - Operational efficiency of polymer and overall belt filter press/centrifuge dewatering operation
 - The percent of solids in sludge cake leaving belt press and centrifuge
 - The dewatered sludge cake shall have a minimum solids concentration of seventeen percent (17%) from DSWWTP's belt filter press and twenty percent (20%) from SWWRF's centrifuge.
 - The per cent recovery shall not be less than ninety-eight percent (98%) from the DSWWTP belt press and ninety-six percent (96%) from the SWWRF centrifuge.

5.9 **TAB E – Conflict of Interest**

5.9.1 Provide a completed copy of the Conflict of Interest Questionnaire (Form CIQ).

The Texas legislature recently enacted House Bill 914 which added Chapter 176 to 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 League City, including affiliations and business and financial relationships such persons may have with City of League City officers. The form can be located at the Texas Ethics Commission website:

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

By doing business or seeking to do business with the City of League City including submitting a response to this RFP, 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.

Any information provided by the City of League City is for information purposes only. If you have concerns about whether Chapter 176 of the Texas Local Government Code applies to you or the manner in which you must comply, you should consult an attorney.

The following are the current City Council and City employees who are anticipated to either recommend or approve award of the proposal.

City Council:	Mayor	Pat Hallisey
	Councilmember	Dan Becker
	Councilmember	Hank Dugie
	Councilmember	Larry Millican
	Mayor Pro Tem	Todd Kinsey
	Councilmember	Greg Gripon
	Councilmember	Keith Gross
	Councilmember	Nick Long
City Staff:	City Manager	John Baumgartner
	Assistant City Manager	Rebecca Underhill
	Purchasing Manager	Shawna Tubbs
	Field Operations Manager	Jody Hooks

5.10 **TAB F – Certification**

5.10.1 See Page 10.



BIDDER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT

By signature affixed, the bidder certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, 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.

Bidder 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.

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

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

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____

Addendum #4 _____ Addendum #5 _____ Addendum #6 _____

Bidder Must Fill in and Sign:

NAME OF FIRM/COMPANY: _____

REPRESENTATIVE's NAME: _____

REPRESENTATIVE's TITLE: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE & FAX NUMBERS: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

6. Proposal Evaluation Process

All proposals will be screened by an evaluation committee. Evaluation ratings will be on a 100 point scale. The evaluation committee shall screen and rate all of the responses that are submitted based on the evaluation criteria listed in Sections 5.4 and 5.5 for *Phase I*. Proposers selected for a short list will be invited to collect samples for bench testing and participate in a trial test run, at the proposers own expense, for *Phase II* of the evaluation process. This invitation will not represent any decision on the part of the evaluation committee as to the selection of a successful proposer.

The City's process is as follows:

- 6.1 City staff shall recommend an evaluation committee which will be used to evaluate all proposals. The City will evaluate all proposals based on the following criteria:
 - 6.1.1 **Qualifications – 20 pts**
 - 6.1.2 **Experience – 20 pts**
 - 6.1.3 **Pricing and Fees – 25 pts**
 - 6.1.4 **References – 5 pts**
 - 6.1.5 **Product Performance – 30 pts**
- 6.2 Once proposals are scored for Phases I and II the evaluation team will select a finalist. The evaluation team may request the finalist to submit a Best and Final Offer (BAFO).
- 6.3 Should negotiations be unsuccessful, the City shall enter into negotiations with the next, highest ranked Vendor. The process shall continue until an agreement is reached with a qualified Vendor.
- 6.4 This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending the testing period.
- 6.5 The City reserves the right to negotiate the final fee prior to recommending any Vendor for a contract.

The City reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the City's judgement as to the appropriateness of an award to the best evaluated proposer. This information may be appended to the proposal evaluation process results.



TERMS AND CONDITIONS:

MULTIPLE CONTRACTORS: The City reserves the right to make a single award or multiple awards, whichever are in the best interest of the City.

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

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.

DISCUSSIONS: Formal or informal communication involving an oral or written exchange of information for the primary purpose of obtaining information essential for determining the acceptability of a proposal may occur. Any discussions of this nature are only intended to clarify the City's understanding of submissions.

BEST AND FINAL OFFER (BAFO): In a competitive negotiation, the final proposal submitted after negotiations or discussions are completed that contains the proposer'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: It is the City's intent to enter into a contract with the Vendor that offers the "best value" for the desired project. After receipt of the proposals, City of League City will evaluate the proposals based upon the evaluation criteria set forth in the Request for Proposal. 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.

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 League City 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 the response of this RFP.

INSURANCE REQUIREMENTS: Contractor shall maintain, at his sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than stated. A certificate evidencing the required insurance and specifically citing the indemnification provision set forth in the Agreement shall be delivered to the Owner within fifteen (15) days that Notice to Proceed has been accepted by Contractor.



- (1) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00;
- (2) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$100,000.00.
- (3) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$1,000,000.00 per each occurrence/\$2,000,000.00 aggregate; Property Damage \$1,000,000.00 per each occurrence;
- (4) Excess Liability Insurance Comprehensive general Liability, Comprehensive Automobile Liability and coverage's afforded by the policies above, with the minimum limits of \$5,000,000.00 excess of specified limits;
- (5) Performance Bond and Payment Bond, furnished as guaranty of the faithful performance of the work and for the protection of the claimants for labor and material, each in the full amount of the Contract price, executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with the laws of the State of Texas.

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 League City Purchasing Office. Any changes to specifications will be made in writing and posted on the City's website at: <http://leaguecity.com/bids.aspx>. Respondents shall acknowledge receipt of all addenda on the Bidder Certification/Addenda Acknowledgement form found within this document.

LATE PROPOSALS: Proposals received by the City after the submission deadline will be considered void and unacceptable. City of League City is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp at the Receptionist's desk at City of League City, City Hall 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 and must be initialed by the signer of the proposal, guaranteeing authenticity.

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 ninety (90) days following the date specified for the opening of proposals.

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 result 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.

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.

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)

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 (2) 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 Galveston County, Texas.

CONFLICT OF INTEREST: No public official shall have interest in this contract accept 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 League City. 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 League City, including affiliations and business and financial relationships such persons may have with City of League City officers.

By doing business or seeking to do business with the City of League City, 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 found within this document must be completed and turned in with each proposal.



PURCHASE ORDER: City of League City may 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 League City 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 League City designated location) are to be included in the proposal price.

INVOICES: submitted for payment shall be addressed to: City of League City, Accounts Payable, 300 W. Walker St., League City, TX 77573, accountspayable@leaguecity.com and shall reference the City of League City 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 League City from claims involving infringements of patents and/or copyrights.

TERMINATION OF CONTRACT: The City of League City reserves the right to terminate the contract immediately in the event the successful respondent:

1. Fails to complete project in a timely manner agreed upon by both parties;
2. Otherwise fails to perform in accordance with this contract;
3. 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 League City may have in law or equity. Respondent, in submitting this proposal, agrees that City of League City shall not be liable to prosecution for damages in the event that the City declares the respondent in default.

TERMINATION FOR CONVENIENCE: The contract may be terminated, without penalty, by either party by providing thirty (30) days' written notice to the other party.

NOTICE: Any notice provided by this RFP or required by law to be given to the successful respondent by City of League City 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 League City, 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 League City.

INTERLOCAL AGREEMENT: Chapter 791, Texas Government Code and Chapter 271, Subchapter F, Texas Local Government Code, authorizes cities to enter into Interlocal purchasing agreements to take advantage of potential cost



savings resulting from cooperative purchasing efforts. Successful contractor(s) agree(s) to extend prices and terms to all entities, who have entered into or will enter into joint Purchasing Interlocal Cooperation Agreements with the City of League City.

CONTINGENCIES: Before submitting their bid, Proposers should make a careful examination of the scope of work and of the difficulties involved in its proper execution. Proposers should include in their proposal all costs they deem proper and sufficient to cover all contingencies essential to the completion of the compensation and classification study, not withstanding that every item or contingency is not specifically mentioned herein.

CERTIFICATE OF INTERESTED PARTIES: Applies to all contracts that must be approved by the City Council. In accordance with House Bill 1295, for certain contracts entered into on or after January 1, 2016, the successful proposer must submit a ***Certificate of Interested Parties (Form 1295)*** at the time the signed contract is submitted to the City and/or before the City can pay any related invoice. This applies to any contract of any amount that must be approved by the City Council. Form 1295 must be filed electronically with the Texas Ethics Commission using the online filing application located at:

<https://www.ethics.state.tx.us/File/>



CITY OF LEAGUE CITY, TEXAS

ADDENDUM NO. ONE (1)

May 19, 2017

RFP 17-038 – Polyacrylamide Cationic Emulsion Liquid Polymer

The following clarifications, amendments, deletions, additions, revision and/or modifications are made a part of the contract documents and change the original documents only in the manner and to the extent hereinafter stated and shall be incorporated in the contract documents.

Provisions of this addendum shall take precedence over requirements of the original contract documents and all **PROPOSERS ARE REQUESTED TO ACKNOWLEDGE SAID PROVISIONS IN THEIR SUBMISSION.**

Addendum as follows:

Below are questions that were received, and the answers to these questions are in bold.

1. If we are selected from phase one, we go to phase two?

Yes.

2. Phase two, we are then invited to bench test and screen for polymer selection May 30 - June 5?

Schedule has been changed.

Proposal Submission Deadline: May 23, 2017, 2:00 p.m.

Selection Process: May 24 – 30, 2017

Sample Collection: June 5 – 9, 2017

Trial Test Runs: June 12 – 21, 2017

Planned Award of Contract: July, 2017

Planned Notice to Proceed Issued: July, 2017

3. Trial test June 6 - 15?

See new schedule above.

4. Furnish our calculations on spread sheet on all required data for determining the performance of our polymer?

Yes

5. When do we get the form to fill out with price per pound to turn in for official bid?

There is no 'form'. This information should be provided by each proposer as requested in Section 5.6 of the RFP.

6. What will be the length of this contract and are there possible renewals?

The contract will be for one year with the option to renew for two (2) additional one-year periods.

End of Addendum

If you have any questions, please contact Shawna Tubbs at Shawna.Tubbs@leaguecitytx.gov.



Fort Bend Services, Inc.
Water & Waste Treatment Specialists

July 12, 2017

City of League City
Purchasing Department
300 West Walker
League City, Texas 77573

Reference: Polyacrylamide Cationic Emulsion Liquid Polymer
Bid Number: 17-038

Fort Bend Services, Inc. is pleased to submit the following as our bid to the City of League City's wastewater treatment facilities.

We completed our trials and calculated the cost per dry ton based on the data obtained from these evaluations. We tested **FBS C1283** on the belt press at the **Dallas Salmon Plant** and we tested **FBS 7802** on the centrifuge at the **Southwest Plant**. Data is as follows:

Dallas Salmon Plant (BELT PRESS)

Total Cost Per Dry Ton For **FBS-C1283**: (14.56 LBS/Dry Ton) X (\$1.10/LB) = \$16.016/Dry Ton (feed 2.35%)
Annual Cost (cake 17.5%)

14.56 lbs/ton X 3 tons/day X 365 X \$1.10/lb = \$17,537.52 Annual Cost

Southwest Plant (CENTRIFUGE)

Total Cost Per Dry Ton For **FBS 7802**: (56 LBS/Dry Ton) X (\$1.10/LB) = \$61.60/Dry Ton
Annual Cost (Based on approximate polymer feed of 1.5 Gallons/Minute)

56 lbs/ton X 1 ton/day X 365 X \$1.10/lb = \$22,484.00 Annual Cost

Southwest Plant (CENTRIFUGE)

Total Cost Per Dry Ton For **FBS 7802**: (47 LBS/Dry Ton) X (\$1.10/LB) = \$51.70/Dry Ton (feed .8%)
Annual Cost (Based on actual weight of polymer used for test) (cake 23-24%)

47 lbs/ton X 1 ton/day X 365 X \$1.10/lb = \$18,870.50 Annual Cost

47 lbs/ton X 3 ton/day X 365 X \$1.10/lb = \$56,611.50 Annual Cost

If you have any questions, please feel free to call at anytime.

Sincerely,

David James
Vice President of Sales
Fort Bend Services, Inc.

office: 281.261.5199 ♦ toll free: 800.933.3678 ♦ fax: 281.261.2295

office: 13303 Redfish, Stafford, TX 77477 ♦ mailing: PO Box 1688, Stafford, TX 77497

www.fortbendservices.com