



Request for Proposal

RFP #18- 037

Trailer Mounted 8 in. Dri-Prime Pump

DEADLINE: Sealed bid submittals must be received by 3:00 p.m., **CST, Tuesday, July 10, 2018.** (The clock located at the receptionist desk in the lobby of City Hall will be the official time.) Bids received will be opened and read aloud immediately after the closing hour. Bids received after the deadline stated herein will not be opened and shall be considered void and unacceptable.

MARK ENVELOPE: #18-037 – Trailer Mounted 8 in. Dri-Prime Pump

DELIVERY ADDRESS: Please submit one (1) **bounded marked, signed** original; two (2) marked, signed copies, and one (1) electronic media source (CD or flash drive) properly labeled and clearly marked with the Bid 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

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

POINT OF CONTACT: All inquiries about this bid or specifications must be made, in writing, to Amanda Smith, Buyer, at purchasing@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.

Bidding forms, specifications and all necessary information may be obtained from the following website: <http://leaguecitytx.gov/bids.aspx>.

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

Deadline for submission of questions is Tuesday June 26, 2018 by 5:00 p.m.

SECTION I – SCOPE OF WORK

The City of League City is accepting offers for Godwin Pump Model CD225M per specification. The winning bid shall be awarded to the vendor that can supply services that meets specifications and can provide the best value for the city. The City of League City can award vehicles to multiple vendors but the City anticipates awarding to one service provider.

Services will only be purchased if funding is available at the time of award. The city also reserves the right to rebid at any time.

The City of League City is tax exempt; therefore, taxes and license fees should not be added to the price.

A space has been supplied to the right of each item for the vendor to acknowledge “comply” or “no comply”. An explanation can be written and attached, as well.

The winning bidder shall deliver services to the City League City Facilities located at 300 W. Walker, League City, Texas 77573. Bidder shall deliver all services, equipment and materials to the City of League City upon order.

The Godwin Pump Model CD225M shall be the highest of quality workmanship and material.

SPECIFICATIONS

The Godwin Pump Model CD225M is a heavy duty, fully automatic, self-priming “Dri-Prime” Pump capable of handling solids up to 3 inches in diameter, effluents containing high proportions of solids, unscreened sewage, thick slurries, gaseous sludge, and limited well point dewatering duties. The pump shall be capable of capacities up to 3200 GPM and total heads to 180 feet.

The pump set will be fitted with the patented Dri-Prime® air ejector, fully automatic priming system capable of priming water up to 28 feet static suction lift at sea level. The pump will be capable of running completely dry for unlimited periods of time without damage.

CONSTRUCTION

The Godwin Pump Model CD225M eight-inch pump is a centrifugal, single stage, end suction pump with a fully open, three bladed, solids handling impeller. The pump bearing housing, casing, suction cover and separation tank shall be cast of high quality, close grained cast iron. It shall have replaceable front and rear wear plates of cast iron which will be adjustable for wear. The impeller shall be constructed of cast chromium steel, with a minimum hardness of 341 HB Brinnel. The shaft will be 1½ percent nickel chromium steel. A self-adjusting mechanical seal with interfaces of hard, solid, silicon carbide with a hardness of 70 Rockwell C. shall be provided. The mechanical seal shall be fully immersed in an oil bath allowing the pump to run completely dry for exceedingly long periods. The liquid pumpage shall not be used for cooling and shall not come in contact with the seal faces. Grease lubricated shaft seals shall not be accepted.

PROPOSAL SHEET

DUE DATE: Tuesday, July 10, 2018 by 3:00 p.m.

RFP No. 18-037 Trailer 8 in. Dri-Prime Pump Summary Pricing Sheet Vendor Name: Vendor Point of Contact:				
Description	Quantity	Unit Price	Total Price	Delivery Time
Dri-Prime Vacuum System Godwin Pump Model CD225M 8in. Pump	1.0	\$ 61074.00	\$ 61074.00 -	6 to 8 weeks ARO
Fitting Package				
8" X 20 ft Galvanized Steel with Bauer Style QD	4.0	\$ 523.00	\$ 2092.00 -	
8" X 10 ft Galvanized Steel with Bauer Style QD	4.0	\$ 474.40	\$ 1897.60 -	
8" x 15 ft Black Water Suction Hose with Bauer Style QD	5.0	\$ 488.00	\$ 2440.00 -	
8" Square Hole Suction Screen with Male Bauer Style QD Fitting	1.0	\$ 359.58	\$ 359.58 -	
8" 45 Degree Fittings with Bauer Style QD	4.0	\$ 395.20	\$ 1580.80 -	
8" femal quick connect x 8" 150# flange adaptor mounted on the 8" suction flange on the pump with nuts, bolts and gaskets	1.0	\$ 231.20	\$ 231.20 -	
8" male quick connect x 8" 150# flange adaptor mounted on the 8" discharge flange on the pump with nuts, bolts and gaskets	1.0	\$ 181.60	\$ 181.60 -	
Freight & Delivery Charges		\$1570.00	\$1570.00	
TOTAL BID: \$ 71426.78 -				
Validty Period: 30 days				



SECTION II – GENERAL SPECIFICATIONS

1.0 INTENTION OF SPECIFICATIONS

The City of League City is requesting bids for delivery of Trailer Mounted 8in Dri-Prime Pump. The City of League City reserves the right to accept or reject any and all proposals, to accept any proposal deemed advantageous and to waive irregularity in the proposals. By bidding, the Contractor acknowledges and will adhere to all bid specifications as stated within this bid packet.

2.0 DISQUALIFICATION OF BIDDERS

Bidders may be disqualified and rejection of proposal may be recommended to the City of League City for any of (but not limited to) the following causes:

- a. Lack of signature by an authorized representative on the bid form
- b. Failure to properly complete the bid
- c. Evidence of collusion among bidders

3.0 TERMINATION OF CONTRACT

The City of League City reserves the right to terminate the contract immediately in the event of the following actions on part of the successful Contractor:

- a. By failing to pay insurance, liens, claims, or other charges.
- b. By failing to pay any payments due the City, State or Federal Government from the successful bidder or its principals, including, but not limited to payments identified in this agreement or any taxes, fees, assessments, or liens.
- c. Upon the institution of voluntary or involuntary bankruptcy proceedings against the successful bidder or upon dissolution of the firm or business.
- d. By violation of any provision of the agreement.
- e. By failing to respond within the prescribed time, including weekends and holidays.
- f. By providing substandard service, or service the City deems to be otherwise unacceptable.
- g. Multiple instances of missed pickups.
- h. Additionally, the City and Contractor reserve the right to terminate the contract without cause upon written notice thirty (30) days prior to the date of termination.

4.0 PROPOSAL FORMAT

Proposals shall be limited to no more than 15 pages, excluding sample documents. All proposals must be bound. Proposal that are not bounded will be rejected. Proposals shall have 1" margins and be single-sided, single spaced, using Times New Roman 12-point font. Each proposal shall consist of the following:

- A. Transmittal Letter (Executive Summary of Services)
- B. Table of Contents

Proposal shall include a Table of Contents with appropriate page numbers for locating the required information and attachments as specified in the Proposal



- C. **Entity information: name, contact information, summary of firm's capabilities, professional qualifications, past projects that are similar in scope, depth and breadth working with municipalities.**
- D. **Detail technical response to the Scope of Work and address the firm's unique capabilities to deliver equipment. Approach is to include:**
 - i. **Equipment Specification Response**
 - ii. **Delivery Method**
 - iii. **Warranty Coverage and Inspection Report**
- E. **Completed Bid Sheets – Attachment A Hardcopy and Electronic Version**
- F. **(3) Past Performance References**
- G. **Completed Bidder Certification and Addenda Acknowledge Form (initials are required to acknowledge any addendums or amendments.**
- H. **Completed No Bid Notification Form (If Applicable)**
- I. **Completed City of League City House Bill 89 Verification Form**

5.0 EVALUATION AND AWARD

It is the City's intent to enter into a contract with the Vendor that offers the *"best value"* for the desired service. After receipt of the proposals, City of League City will evaluate the proposals based upon the evaluation criteria set forth in the bid instructions. 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 shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including, but not limited to: (a) adherence to service description/specification/qualification requirement; and (b) price. The City of League City reserves the right to accept or reject any bid or combination of bids deemed advantageous to it; however, it is the intent of the City to award to a single service provider representing the best value to the City regards to the factors cited below.

As a basis for evaluating the qualification of firms the following evaluating factors will be as follows:

- **Price.** Price will be evaluated for fair and reasonableness **(30%)**
- **Compatibility with the City's existing equipment** Response that includes technical approach to performance, quality approach and reliability for services. **(20%)**
- **Responsiveness to the RFP.** Response that includes an obvious thorough understanding of the bid and meet all bid specifications **(20%)**
- **References and Financial Status.** Bidders submission of valid (2) credit references and (3) Past Performance **(15%)**
- **Service Delivery Approach Implementation and Price.** Price will be evaluated for fair and reasonableness **(15%)**

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 submission. In addition, Best and Final Offer (BAFO) may be exercised in a competitive negotiation. The final proposal submitted after negotiations or discussions are completed that contains most favorable terms for price, services and services to be delivered to the City.



6.0 SPECIFICATION CHANGES

NO PERSON has the authority to verbally alter these specifications. Any changes to specifications will be made in writing and posted to the City of League City website at: <http://leaguecitytx.gov/bids.aspx>.

6.1 Substitutions:

Where services or equipment are specified by a trade or brand name, it is not the intention of the City to discriminate against an equal product of another manufacturer, but to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. In preparing his bid, each bidder is expected to include in his base bid the cost of the items so specified.

7.0 INVOICES

Invoices must be itemized and issued by department on a monthly basis. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Contractor for correction. Invoices submitted for payment shall be addressed to: City of League City, Accounts Payable, 300 W. Walker St, League City, TX 77573.

8.0 REFERENCES

Contractor shall provide a reference list of a minimum of three (3) current customers of comparable size whom the Contractor has recently supplied equipment detailed in this advertisement.

9.0 INDEMNITY CLAUSE

The Contractor agrees to indemnify and save harmless the City of League City and its officers, agents and employees from any and all claims, causes or action, and damages of every kind, for injury to or death of any person and damages, to property arising out of or in connection with the work done by Contractor under this contract, and including acts or omissions of the City of League City or its officers, agents, or employees in connection with said contract.

10.0 EQUAL OPPORTUNITY EMPLOYER

The successful Contractor shall warrant and agree that he/she is an Equal Opportunity Employer. Should complaints of any form of discrimination, either in dispensation of the service, or within company hiring policies be substantiated, this contract may be terminated immediately.

11.0 INSURANCE REQUIREMENTS

An original, certified copy of an insurance certificate listing the City of League City as additional insured, must be submitted within ten (10) days of request. The successful Contractor will be required to maintain, at all times during performance of the contract, the insurance detailed below. Failure to provide this insurance certificate within the specified amount of time may result in disqualification of bid.

- (a) 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;



- (b) 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 \$1,000,000.00.
- (c) 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/aggregate; Property Damage \$1,000,000.00 per each occurrence;
- (d) Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000.00 excess of specified limits.

An original, certified copy of an insurance certificate listing the City of League City as additional insured, must be submitted within ten (10) days of request. The successful Contractor will be required to maintain, at all times during performance of the contract, the insurance detailed on the "Insurance Requirements" form, which is provided as an attachment. Failure to provide this insurance certificate within the specified amount of time may result in disqualification of bid.

12.0 PRICING

Prices for all goods and/or services shall be firm for the duration of this contract. Prices shall be all inclusive. No price changes, additions or subsequent qualifications will be honored during the course of the initial contract. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Contractor MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

13.0 COMPLIANCE

All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances and regulations. Contractor shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified.

14.0 ASSIGNMENT

The successful Contractor may not assign, sell or otherwise transfer this contract without prior written consent of the City of League City.

15.0 CONTRACTOR'S RESPONSIBILITY

At the time of the opening of bids, each Contractor shall be presumed to have inspected the sites (if applicable) and to have read and be thoroughly familiar with the contract requirements. The failure or omission of any Contractor to examine any form, instrument, document or site shall in no way relieve any bidder from any obligation in respect to this bid.

16.0 ALTERNATE VENDOR(S)

To insure an uninterrupted source of service, City of League City reserves the right to award multiple contracts. The entire contract will be awarded to a "primary" Contractor as the lowest responsive and responsible Contractor, and an "alternate" Contractor for use as necessary due to time constraints, availability, etc., on the part of the primary.



City of League City reserves the right to use other vendors when the response time is not met. Also, the City shall reserve the right to purchase from the alternate source if the following conditions exist:

Service and/or products are not acceptable (does not meet specifications), and Contractor fails to provide alternate, acceptable offering; Contractor fails to respond to need for service, i.e. does not return phone calls.

17.0 ESTIMATED QUANTITIES

Quantities indicated are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.

18.0 COMPLIANCE WITH LAWS

Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Galveston County, Texas, where venue for any proceeding arising hereunder will lie.

19.0 SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement.

20.0 SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

21.0 ETHICS ACKNOWLEDGEMENT

Contractor hereby acknowledges that it is familiar with the provisions of Section 2-34(i) of the Code of Ordinances of the City of League City which provides, among other things, that if within two (2) years after the commencement of this contract or agreement Contractor hires a City official, former City official, appointed City officer, former appointed City officer, appointed City executive employee, or former appointed City executive employee who, while acting in such capacity, had substantial and personal involvement with the negotiation of this contract or agreement, then this contract or agreement shall, at the option of the City Manager, be cancelled and/or Contractor shall be barred from additional contracting with the City of League City for a period of three (3) years.



22.0 CONFLICT OF INTEREST

Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter in to a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government officer or family member of the officer, as described by Texas Local Government Code Section 176.006, shall file a completed conflict of interest questionnaire with the City within seven (7) business days after the later of:

1. The date the person begins discussions or negotiations to enter in to a contract, including submission of a bid or proposal, or the date the person becomes aware of facts that require the statement to be filed.

Additional information and the form to be used to file this notice can be found at:

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

23.0 RIGHT OF ASSURANCE

Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

24.0 DISCLOSURE OF INTERESTED PARTIES

In compliance with Texas Government Code § 2252.908, the winning bidder must submit a Disclosure of Interested Parties (Texas Ethics Commission Form 1295) to the City at the time of contract execution. Pursuant to the rules prescribed by the Texas Ethics Commission (TEC), Form 1295 must be completed online through the TEC's website, www.ethics.state.tx.us/file, where it will be assigned a certificate number. The winning bidder must print, sign and notarize, and provide to the City. Neither the City nor its consultants have the ability to verify the information included in Form 1295, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the TEC Form 1295.

Please sign and return the compliance agreement which addresses the State of Texas House and Senate bills discussed below.

HB 1295: Beginning January 1, 2016, state law requires awarded vendors contracting with the City to complete and submit the Certificate of Interested Parties (Form 1295). This form is located on the Texas Ethics Commission website and should be completed and submitted upon notification of pending award at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm



HB 89: Beginning September 1, 2017, state law prohibits governmental entities from contracting with companies who boycott Israel. The Texas State Comptroller maintains a list of companies that boycott Israel. Inclusion on this list will prevent the City of League City from entering into a contract with the contractor. Below is a link to the list.

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

SB 252: Beginning September 1, 2017, a governmental entity may not enter into a governmental contract with a company that does business with Iran, Sudan, or any known terrorist organization. The Texas State Comptroller maintains a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. Inclusion on this list will prevent the City of League City from entering into a contract with the contractor. Below is a link to the list.

<https://comptroller.texas.gov/purchasing/publications/divestment.php>



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 bid.

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: _____ Xylem Dewatering Solutions _____

REPRESENTATIVE's NAME: _____ Dan Fain _____

REPRESENTATIVE's TITLE: _____ Senior Sales Representative _____

MAILING ADDRESS: _____ 2727 Appelt Drive _____

CITY, STATE, ZIP: _____ Houston, TX 77015 _____

PHONE & FAX NUMBERS: _____ 281-864-9200 ph 281-864-9205 fax _____

E-MAIL ADDRESS: _____ Dan Fain _____

AUTHORIZED SIGNATURE: _____ *Dan Fain* _____

DATE: _____ 6/22/2018 _____



NO PROPOSAL NOTIFICATION

RFP # 18-037 TRAILER MOUNTED 8 IN. DRI-PRIME PUMP

SUPPLIER NAME: _____

ADDRESS: _____

AGENT'S NAME: _____ TELEPHONE: _____

The CITY OF LEAGUE CITY is interested in receiving competitive pricing on all items bid. We also desire to keep your firm as a bidder and a supplier of materials and equipment. Therefore, it is important for us to determine why you are not bidding on this item. We will analyze your input carefully and try to determine if future changes are needed in our specifications and procedures.

I did not bid for the following reasons: (PLEASE CHECK ONE OF THE LISTED REASONS)

- _____ Do not supply the requested product.
- _____ Quantities offered are too small or too large to be supplied by your company. (Please circle one of the underlined.)
- _____ Specifications are "too tight" or written around a particular product. (Please elaborate on this item.)
- _____ Cannot bid against manufacturer or jobber on this item. (Please circle one of the underlined).
- _____ Time frame for bidding was too short for my organization.
- _____ Not awarded a previous contract by the City when you felt you were low bidder.
- _____ Other _____

Failure to submit a bid or no-bid notification may result in removal from future bidders' lists.

If you wish to remain on the City's bid list for this item, please indicate:

_____ I wish to remain. _____ I do not wish to remain.



City of League City Terms and Conditions

1. The City of League City will accept **sealed bids** Monday through Thursday, 8:00 am – 6:00 pm and Fridays, 8:00 am – 12:00 pm. Bids must be received by the receptionist in the lobby of City Hall before the specified hour and date of the opening. At that time, the bids will be publicly opened and read aloud.
2. All sealed bids should be submitted on the original forms provided. Each bid must be sealed and should be placed in a properly identified envelope with bid number and description.
3. Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable reason.
5. The City of League City reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be posted to the City website at <http://leaguecitytx.gov/bids.aspx>. If Contractor demonstrates just reason for a change, the City of League City must have at least five (5) working days' notice prior to bid opening date.
6. **Should Contractor find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, Contractor should at once notify the Purchasing Department and obtain clarification prior to submitting a bid.**
7. **QUOTE F.O.B. destination.** Price should include all costs including shipping, handling and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, **UNIT prices shall govern.** Bids subject to unlimited price increases will not be considered.
8. Bid offered shall be valid for at least ninety (90) days from opening date.
9. The City of League City is exempt from taxes. **DO NOT INCLUDE TAX IN BID.**
10. The City of League City reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Bidder **MUST** give full firm name and address. Person signing bid should show **TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.** Authorized signature should appear on each page of the bid, if specified in the space provided.
12. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
13. If the brochure or information included with your bid **does not exactly** describe the item to be furnished, then an additional "EXCEPTIONS TO BIDDER'S PROPOSAL" statement must be included to explain the difference. This statement will signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify bid.



14. NO substitutions or cancellations permitted without written approval of the City of League City.
15. All bidders **must meet or exceed the minimum specifications** to be considered as a valid bid. The City of League City reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible Contractor or to the Contractor who provides goods or services at the best value for the City of League City.
16. DELIVERY: Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 am to 5:00 pm unless prior approval for late delivery has been obtained.
17. Consistent and continued tie bidding could cause rejection of bids by the City of League City and/or investigation for Anti-Trust violations.
18. If a bid contains proprietary information, the Contractor must declare such information as proprietary if Contractor does not want information to become public.
19. The Contractor/Supplier agrees to protect the City of League City from claims involving infringement of patents or copyrights.
20. Purchase order number should be on original invoice and invoice sent to the City of League City, 300 West Walker, League City, TX 77573; Attn: Accounts Payable or accountspayable@leaguecitytx.gov.
21. The City of League City shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of League City shall constitute all items bid being received and in good working order to the City of League City's satisfaction.



**City of League City
House Bill 89 Verification**

I, Dan Fain (Person's Name), the undersigned representative of Xylem Inc (Company/Business Name), hereafter referred to as "company" being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath 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.

Pursuant to Section 2270.001, Texas Government Code:

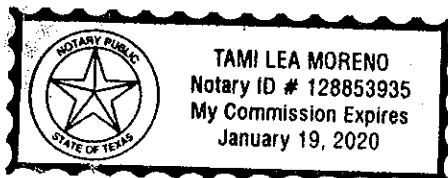
1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled 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.

6/22/2018
Date

Dan Fain
Company Representative Signature

On this the 22nd day of June, 2018, personally appeared Dan Fain, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



[Signature]
NOTARY SIGNATURE
6/22/18
Date



Awarded vendor will be required to execute this agreement prior to commencement of service. This is provided for INFORMATIONAL PURPOSES ONLY. Any exceptions to this agreement shall be included in bid response.

STANDARD AGREEMENT

This AGREEMENT ("Agreement") is entered into by and between _____ ("Contractor"), located at _____ and City of League City ("City"), a municipal corporation, located at 300 W. Walker, League City, Texas 77573 on the date set forth below.

Terms:

1. **Scope of Services:** Contractor will perform the designated services and/or provide the designated products, as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as _____.
2. **Term and Termination:** This Agreement shall begin on _____, and shall terminate on _____. This City reserves the right to terminate this Agreement for convenience upon seven (7) days-notice to the Contractor. Upon such termination, the City shall pay Contractor, at the rate set out in **Exhibit A**, for services satisfactorily performed or products satisfactorily provided up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, the City will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor. This Agreement is eligible for _____ renewal option(s) with a term of _____ year.
3. **Compensation:** Contractor shall be paid for the services, as set forth in **Exhibit A**, attached and incorporated for all purposes. In no event shall the total compensation exceed \$ _____ during the term of this Agreement. The City shall pay Contractor in accordance with the Texas Government Code 2251. Contractor must submit invoices for all services, which invoices must include dates of service and details of services provided. Payment for delivery of services rendered shall not be unreasonably withheld or delayed. If the City disapproves any amount submitted for payment by Contractor, the City shall give Contractor specific reasons for disapproval in writing. Upon resolution of any disputed charges, Contractor shall submit an amended invoice covering any remaining charges to the City.
4. **Insurance:** The Contractor _____ is required/_____ is not required to maintain insurance through the term of this Agreement.

If required by the City, Contractor shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence or medical malpractice insurance (whichever applies) throughout the entire term of the Agreement. If at any point during the Agreement, Contractor will enter City property, Contractor 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 the City as additional Insured. Contractor shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Contractor shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

5. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of the City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City of League City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Agreement, and shall not be reimbursed by the City for such expenses except as otherwise provided in this Agreement.
6. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work for hire under federal copyright law. Ownership of the work shall belong to and remain the exclusive property of the City. The work may be edited at any time within the City's discretion. If the work would not be considered a work-for-hire under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights, title and interest to City of League City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the work, the City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within the City's discretion. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein. If the work is one to which the provisions of 17 U.S.C. § 106A apply, the Contractor hereby waives and appoints the City to assert on the Contractor's behalf the Contractor's moral rights or any equivalent rights regarding the form or extent of any alteration to the work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for the City's purposes.
7. **Confidentiality:** During the course of the work and/or services to be provided under this Agreement, Contractor may come in contact with confidential information of the City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by the City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify the City of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Agreement shall return to the City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of the City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Contractor without the prior written approval of the City.
8. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by the City, Contractor warrants and agrees that Contractor will perform the Services in compliance with all City Rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.



9. **Licenses/Certifications:** Contractor 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 Contractor's performance of this Agreement. If Contractor is a business entity, Contractor 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 Contractor.

10. **Performance/Qualifications:** Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.

11. **Conflict of Interest:** Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the Services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and the City that could be construed as a conflict of interest with regard to this Agreement.

12. **INDEMNIFICATION:** CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY , AND EACH OF ITS DIRECTORS, 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 CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.

13. **Force Majeure:** Neither the City nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

14. **Notices:** Any notice given under this contract by either party to the other may be affected 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.

15. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006, *Texas Family Code*, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.

16. **State Auditor:** Contractor understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to



cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.

17. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.

18. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by the City and the Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of the City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor, (ii) neither the issuance of this Contract by the City nor any other conduct, action or inaction of any representative of the City relating to this contract constitutes or is intended to constitute a waiver of the City's or the state's sovereign immunity to suit; and (iii) the City has not waived its right to seek redress in the courts.

19. **Entire Agreement:** This Agreement contains the entire Agreement between the parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the parties executed subsequent to this Agreement.

20. **Eligibility to Receive Payment:** Contractor 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.

21. **Payment of Debt/Delinquency to State:** Contractor 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. Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt or delinquency that Contractor owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.

22. **Products and Materials Produced in Texas:** If Contractor will provide services under the Agreement, Contractor 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.

23. **Risk of Loss:** If applicable, all work performed by Contractor pursuant to the Agreement will be at Contractor'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 Contractor's responsibility.

24. **Publicity:** Contractor 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.



25. **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.

26. **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.

27. **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.

28. **Authority:** Contractor warrants and represents that Contractor has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of the City represents that he/she has authority to sign this Agreement on behalf of City.

29. **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.

30. **Prohibition on Boycotting Israel:** Pursuant to Section 2270.002, Texas Government Code, by executing this Agreement Contractor verifies that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.

31. **Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations:** Contractor warrants, covenants, and represents that Contractor is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code

*(Remainder of page intentionally left blank -
signature block on next page)*



Executed this _____ day of _____, 20____.

Contractor

(Type Name and Position)

CITY OF LEAGUE CITY – “City”

John Baumgartner, City Manager

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Office of the City Attorney

Note: Modification of this Form requires approval by the Office of the City Attorney.



EXHIBIT "A"

(DESCRIPTION OF SERVICES/PRODUCTS AND PRICING)



2727 Appelt Drive
Houston, TX 77015-6553
Tel: 281-864-9200
Fax: 281-864-9205
www.godwinpumps.com

June 18, 2018

Mr. Jody Hooks
City of League City
300 West Walker
League City, TX 77573-3837

Phone: 281-554-1321
Email: jody.wells@leaguecity.com

**RE: League City 225 RFP 18-037
Sale Quotation 114020169**

Dear Mr. Hooks:

Xylem is pleased to offer the following proposal for your Godwin Dri-Prime 8 inch, diesel, DOT road going trailer, automatic, self-priming, dewatering and trash pump-set.

The Godwin Dri-Prime 8 inch, diesel, FT4 pump set will be the latest engine EPA approved for emissions control standards that comes standard with a Godwin Prime Guard engine controller that monitors the engine RPM, engine oil and water temperature as well as interfacing with the optional Field Smart Technology cellular monitoring system. The Godwin Prime Guard also has standard SCADA interface peripherals and ready to use if needed when dewatering or while in use for sewage by pass projects.

A standard build drop in trailer that the 8 inch pump is mounted on, can be removed to be a stationary dewatering pump set that is self-sustained to be used as a skid base.

We draw particular attention to the Godwin Dri-Prime® pump, which is an automatic self-priming pump capable of suction lifts up to twenty-eight feet. Our priming system is unique: compressed air is provided from a pump mounted air compressor (driven directly off the engine) and travels through a venturi. The air is then evacuated to atmosphere, priming the pump. The compressor runs continuously, therefore, the pump primes and re-primers quickly. With its liquid bath mechanical seal, it can run dry for extended periods of time without damage. The Dri-Prime, with its superior materials of construction - like its cast chromium impeller - provides resistance to wear.

Thank you again for your interest in Xylem products and the services we provide. We appreciate the opportunity to be of service, and look forward to working with you. If you have any questions or concerns, please contact our local office at 281-864-9200 or you may contact me directly at 281-802-0394 or dan.fain@xyleminc.com.

Sincerely,

Home Office:

84 Floodgate Road, Bridgeport, NJ 08014 • www.godwinpumps.com • (856) 467-3636 • (856) 467-4841

June 18, 2018
City of League City
Attention: Mr. Jody Hooks
Sale Quotation # 114020169
Page 2 of 3

Dan Fain Jr.
Outside Sales Representative

DFJ / tm

SALE QUOTATION

RFP No. 180-037

ITEM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL
A	1	Dri-Prime CD225M Diesel Pump <ul style="list-style-type: none"> • 8" 150# Flange Suction and Discharge • JCB TCAE-93 FT4 Diesel Engine • Includes PrimeGuard Engine Controller • Hwy Trailer, Elec Brakes, DOT Lights • Pump Options <ul style="list-style-type: none"> • 8" MQD x MNPT Mounting Kit • 8" FQD x MNPT Mounting Kit 	\$ 61,074.00	\$ 61,074.00
B	4	8" x 20' Godwin QD Pipe	523.00	2,092.00
C	1	8" Square Hole Suction Screen with Male Godwin QD Fittings	359.58	359.58
D	4	8" x 10' Godwin QD Pipe	474.40	1,897.60
E	5	8 x 15' Black Water Suction Hose QD	488.00	2,440.00
F	4	8" 45 Degree Godwin QD Bend	395.20	1,580.80
G	1	Freight and Delivery	1,570.00	1,570.00
NET SALE TOTAL				\$ 71,426.78
DELIVERY CHARGE				TBD

Please note all sale pricing is in U.S. Dollars. The price does not include freight, export boxing, duties, taxes, or any other items not specifically mentioned.

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All applicable tax and freight charges will be added to invoices. All quotations are subject to credit approval. All quotations are valid for 30 days. All prices quoted in US dollars.

This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at <https://www.xylem.com/en-US/support/xylem-americas-standard-terms-and-conditions/> and incorporated herein by reference and made a part of the agreement between the parties.



CITY OF LEAGUE CITY, TEXAS

ADDENDUM NO. ONE (1)

June 21, 2018

Bid Proposal For: **RFP #18-037 Trailer Mounted 8 in. Dri-Pump**

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.

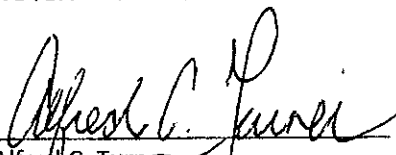
Provisions of this addendum shall take precedence over requirements of the original contract documents and all **BIDDERS ARE REQUESTED TO ACKNOWLEDGE SAID PROVISIONS IN THE SUBMISSION OF THEIR BID.**

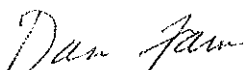
Addendum as follows:

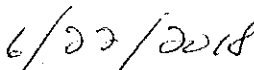
1. Bid Closing is hereby changed from July 10, 2018 at 2:00 PM to July 10, 2018 at 3:00 PM.
2. "RFP 18-037 Trailer Mounted 8in. Dri-Prime Pump". All revisions are marked in Red.
3. "RFP 18-037 Attachment A – Bid Sheet". All revisions are marked in Red.

If you have any questions, please contact Amanda Smith at purchasing@leaguecitytx.gov.

NOTE: ALL PAGES OF ADDENDA MUST BE SIGNED AND SUBMITTED WITH YOUR BID DOCUMENTS.


Alfred C. Turner
Purchasing Manager


Signature of Proposer


Date