



**SAN JACINTO RIVER AUTHORITY  
PURCHASING DEPARTMENT**

**1577 Damsite Road  
Conroe, TX 77304  
Attn: Gilbert C. Garza  
(936) 588-7144  
ggarza@sjra.net**

**REQUEST FOR BID  
#11-043**

**Emergency Bypass Pumping Services**

**DATE ISSUED: August 17, 2011**

**DUE DATE, 2:00 PM, THURSDAY, SEPTEMBER 8, 2011**

**Disclosure Requirements**

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the San Jacinto River Authority, including affiliations and business and financial relationships such persons may have with San Jacinto River Authority officers. An explanation of the requirements of Chapter 176, applicable forms and a complete text of the new law are available at: <http://www.sjra.net>. If you are unable to obtain such information online, please contact the San Jacinto River Authority Purchasing Department, 1577 Damsite Road, Conroe, Texas 77304 or call (936) 588-7111.

**BY DOING BUSINESS OR SEEKING TO DO BUSINESS WITH THE SAN JACINTO RIVER AUTHORITY, YOU ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED OF THE REQUIREMENTS OF CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THEM.**

**Bidder Name:** \_\_\_\_\_

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## INTRODUCTION

San Jacinto River Authority (SJRA) is soliciting Request for Bid (RFB) from firms who are interested and qualified to provide **Emergency Bypass Pumping Services**.

It is the intent of the SJRA to select one or more firms to accomplish all the services outlined in this Request for Bid. SJRA believes that the data contained in this document is sufficient for the preparation of Bid and is always conscious of and extremely appreciative of your effort in the preparation of this Bid. However, the SJRA reserves the right to accept or reject any or all Bids. The selection of a Bid does not constitute a contractual obligation by the SJRA or guarantee any amount of work to the selected Respondent.

In order to ensure a fair and objective Bid evaluation, request for additional information and or clarifications must be submitted in writing and directed to **Gilbert C. Garza, Purchasing by fax: 935-588-7198, or email: ggarza@sjra.net by 2:00 P.M. on Thursday, September 1, 2011.**

Interest parties must submit one (1) original and one (1) electronic version on CD, or three (3) copies of the Bid in a sealed envelope bearing the RFB # 11-041 and name and address of the respondent. Response packages will be accepted **until 2:00 p.m.CST on Thursday, September 8, 2011** and should be addressed to:

**Gilbert C. Garza  
Purchasing Department  
1577 Damsite Road  
Conroe, TX 77304  
RFB# 11-043**

## SCHEDULE

The tentative schedule for this Request for Bid is as follows:

Release RFB to Vendors	Wednesday, August 17, 2011
Pre-Bid Meeting	Wednesday, August 31, 2011, 10:00 AM 1108 E. Canal, Highlands, TX 77562
Deadline for Questions and Inquiries	Thursday, September 1, 2011, 2:00 PM
Bid Submission Deadline	Thursday, September 8, 2011, 2:00 PM
Anticipated Award	Thursday, September 23, 2011

## PROJECT DESCRIPTION

The intent of this Request for Bid (RFB) is to execute a contract with a firm qualified to provide **Emergency Bypass Pumping Services** to the SJRA Highlands Division. SJRA reserves the right to add other SJRA divisions under a separate contract if required.

## 2. General

The selected party will be requested to submit a Bid for a contract under the provisions of the §271.119 of the Texas Local Government Code.

Respondents should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.

Submittals and any other respondent information in response to this Bid shall become the property of the SJRA.

The SJRA will not provide compensation to Respondents for any expenses incurred by the respondent(s) for submittal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law. Respondents submit Bid at their own risk.

Each Bid should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements, and an understanding of the SJRA's needs.

The SJRA makes no guarantee that an award will be made as a result of this Bid. The SJRA reserves the right to accept or reject any or all Bid, with or without cause, waive any formalities or minor technical inconsistencies, or delete any item/requirement from this Bid or contract when deemed to be in the SJRA's best interest. Representations made within the Bid will be binding on responding firms. The SJRA will not be bound to act by any previous Communication or submittal by the firms other than those responding to this RFB.

This contract shall become effective from date of acceptance and approval by the SJRA and shall remain in full force and effect with firm fixed Bid prices for a period of twelve (12) months. The SJRA shall have the option of extending this contract, subject to approval of funding, for four (4) additional one (1) year terms to be extended one (1) year at a time.

This contract cannot be transferred or assigned to another party without the written consent of the SJRA Purchasing Manager and may be subject to cancellation if such consent is requested.

The SJRA may terminate this Contract at any time upon thirty (30) calendar days written notice. Upon the Service Provider's receipt of such notice, the Service Provider shall cease work immediately. The Service Provider shall be compensated for the services satisfactorily performed prior to the termination date. If, through any cause, the Service Provider fails to fulfill its obligations under this Contract, or if the Service Provider violates any of the agreements of this Contract, the SJRA has the right to terminate this Contract by giving the Service Provider **five (5)** calendar days written notice. The Service Provider will be compensated for the services satisfactorily performed before the termination date. Termination of the contract for cause shall be deemed as sufficient evidence and cause to remove the Vendor's name from the Bidder's list for receiving future Bid. No term or provision of this Contract shall be construed to relieve the Service Provider of liability to the SJRA for damages sustained by the SJRA because of any breach of contract by the Service Provider. The SJRA may withhold payments to the Service Provider for the purpose of setoff until the exact amount of damages due the SJRA from the Service Provider is determined and paid.

### 3. DEFINITIONS, TERMS AND CONDITIONS

The following instructions apply to all Bids and become a part of terms and conditions of any Bid submitted to the San Jacinto River Authority Purchasing Department, unless otherwise specified elsewhere in this Bid request. All Bidders are required to be informed of these Terms and Conditions and will be held responsible for having done so:

#### **Definitions**

In order to simplify the language throughout this Bid, the following definitions shall apply:

**Board of Directors** – The appointed officials of the San Jacinto River Authority given the authority to exercise such powers and jurisdiction of all Authority business as conferred by the State Constitution and Laws.

**Contract** – An agreement between the Authority and a Supplier to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity or service specified.

**Contractor** – The successful Bidder(s) of this RFB.

**Owner** – San Jacinto River Authority

**San Jacinto River Authority** (SJRA) – Same as Authority

**Sub-Contractor** – Any contractor hired by the Contractor or Supplier to furnish materials and services specified in this Bid request.

**Supplier** – Same as Contractor.

#### **Acceptance**

Upon acceptance and approval by the Board of Directors, or their designated official, this Bid effects a working contract between the Authority and the successful Bidder for the period designated. A San Jacinto River Authority Purchase Order is required prior to the delivery of any goods or services provided to SJRA.

All Bids will remain subject to acceptance for 90 days after the date of the Bid opening.

#### **Addenda**

If it becomes necessary to revise any part of this Bid, a written addendum will be provided to all Bidders. Owner is not bound by any oral representations, clarifications, or changes made in the written specification by Owner's employees, unless such clarification of change is provided to Bidders in written addendum form from the Purchasing Agent.

Addenda will be transmitted to all that are known to have received a copy of the Bid documents and specifications. However, it shall be the sole responsibility of the Bidder to verify issuance of any addenda to check all avenues of document availability prior to the opening date and time. Bidder shall acknowledge receipt of all addenda.

#### **Advertisement**

The RFB as advertised will be considered an inclusion of the specifications and conditions.

#### **Applicable Laws**

The laws of the state of Texas will govern as to the interpretation, validity, and effect of this Bid, its award and any contract entered into.

#### **Assignments**

It is agreed that the successful Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous written consent of Owner and any sureties.

### **Award of Contract**

A contract may be awarded to the lowest Bidder who provides goods or services at the best value for the Authority. In determining the best value for the Authority, SJRA may consider, but is not necessarily limited to, the following factors:

- a. conformity to specifications;
- b. the purchase price, including payment discount terms;
- c. the reputation of the Bidder and of the Bidder's goods or services;
- d. the quality of the Bidder's goods or services;
- e. the extent to which the goods or services meet the Authority's needs;
- f. the Bidder's past relationship with the Authority;
- g. the impact on the ability of the Authority to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- h. delivery terms;
- i. payment terms;
- j. availability of repair and maintenance parts;
- k. financial condition;
- l. products or services that have a lesser or reduced effect on human health and the environment when compared with competing products and services that serve the same purpose. This comparison may consider raw materials acquisition, product, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service;
- m. the total long-term cost to the Authority to acquire the Bidder's goods or services; and
- n. any relevant criteria specifically listed in this request for Bid.

Although the cost of products and or services to be provided is an essential part of the Bid, the Authority is not obligated to award a contract on the sole basis of cost.

### **Brand Names**

Whenever in this RFB, any particular materials, process and/or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacture, such wording will be deemed to be used for the purpose of facilitating description of the material, process and/or equipment desired and will be deemed to be followed by the words "or equal."

### **Cancellation**

SJRA reserves the right to cancel this contract or any portion thereof immediately should supplier's delivery or service be unsatisfactory or for suppliers failure to comply with terms stated in contract.

### **Certification**

Bid must be completed and submitted on the forms included within the specifications of this Bid. Certification of Bid must be fully completed.

### **Collusion**

Advanced disclosures of any information to any particular Bidder which gives that particular Bid any advantage over any other interested Bidder in advance of the opening of Bid, whether in response to advertising or an informal request for Bid, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void all Bids of that particular Bid solicitation or request.

### **Communication**

The Authority shall not be responsible for any verbal communication between any employee of the Authority and potential Bidder(s). Only written specifications and price quotations will be considered.

### **Confidentiality**

Public agencies in Texas are subject to the Public Information Act.

### **Delivery**

All prices quoted shall be F.O.B. San Jacinto River Authority, **Highlands, Texas**. No freight or delivery charges will be accepted unless shown on Bid.

### **Electronic Documents**

Bidders may be supplied with the original documents in electronic form to aid in the preparation of Bid(s). By accepting these electronic documents, Bidders agree not to edit or change the language or format of these documents. Submission of a Bid by Bidder signifies full agreement with this requirement.

### **Exceptions**

The Bidder will note any exceptions to the conditions of this Bid. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

### **Financial Condition**

If requested, Contractor must provide audited financial statements to the Authority.

### **Fiscal Funding**

This contract includes fiscal funding provisions. If, for any reason, funds are not appropriated to continue this contract, said contract shall become null and void.

### **Forms**

Bid will be submitted on the forms provided by Owner. All figures must be written in ink or typewritten. However, mistakes may be crossed out, corrections inserted adjacent thereto and initiated in ink by the person signing the Bid. When discrepancies occur between words and figures, the words shall govern.

### **Indemnification**

The successful Bidder agrees by entering into this contract, to defend, indemnify and hold Owner harmless from any and all causes of action or claims of damages arising out of or related to Bidder's performance under this contract.

### **Independent Contractor**

Nothing in this Bid is intended nor shall be construed to create an employer/employee relationship between the contracting parties.

### **Interlocal Agreement**

Successful Bidder agrees to extend prices and terms to all entities that have entered or will enter into joint purchasing interlocal cooperation agreement(s) with the San Jacinto River Authority.

### **Management**

Should there be a change in ownership or management; the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is nontransferable by either party.

### **No Bid**

If unable to Bid, please sign and return this form by return mail, advising reason for not submitting quotation.

### **Notification**

The San Jacinto River Authority uses multiple channels for the notification and dissemination of all RFB's. Approved methods of dissemination include: San Jacinto River Authority website or the San Jacinto River Authority Purchasing office. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or addenda which could ultimately render your Bid non-compliant. San Jacinto River Authority accepts no responsibility for the receipt or notifications of solicitations through any other source.

### **Payment Terms**

Invoices must be submitted by the vendor in duplicate to the San Jacinto River Authority, Accounting Dept., P.O. Box 329, Conroe, Texas 77305. If invoices are subject to cash discount, discount period to be taken from the date of completion of order or date of receipt of invoice, whichever occurs last regardless of whether or not correct discount terms appear on invoices. All invoices to be paid in full within 30 days after satisfactory delivery and billing unless otherwise specified or mutually agreed upon before orders are placed. The Authority will not be liable for payment of invoices received six (6) months after order completion.

### **Priority of Documents**

In the event there are inconsistencies between the general provisions and other Bid terms or conditions contained herein, the latter will take precedence.

### **Prompt Payment**

Discounts for prompt payment offered may be taken into consideration during Bid evaluation. Terms of payment offered will be reflected in the space provided on the Bid form. All terms of payment (cash discounts) will be taken and computed from the date of delivery of acceptable material or services, or the date of receipt of invoice, whichever is later.

### **Quantities**

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

### **Receipt of Bid**

Bid must be received by the Purchasing Department in a sealed envelope prior to the time and date specified. The mere fact that the Bid was dispatched will not be considered; the Bidder must insure that the Bid is actually delivered. Bid received after that time will be returned unopened to the Bidder. Faxed Bid responses are not acceptable unless so designated in the instructions.

### **Reimbursements**

There is no expressed or implied obligation for the San Jacinto River Authority to reimburse responding firms for any expenses incurred in preparing Bid in response to this Request For Bid and the San Jacinto River Authority will not reimburse responding firms for these expenses, nor will the Authority pay any subsequent costs associated with the provision of additional information or presentation, or to procure a contract for these goods or services.

### **Reservations**

The Authority reserves the right to accept or reject in part or in whole, any Bid submitted, and to waive any technicalities for the best interest of the Authority. SJRA reserves the right to reject any Bid that does not fully respond to each specified item.

### **Samples**

Samples of items shall be furnished, if requested by the Owner, without charge, and if not destroyed, shall upon request be returned at the Bidder's expense.

### **Satisfaction**

Acceptance of merchandise, work, or equipment provided shall be made by the Authority at the sole discretion of the Board of Directors. All terms and conditions of the contract, and specifications must be satisfactorily met; including the submission to the Authority of any and all documentation as may be required before award recommendation will be submitted to the Board of Directors.

### **Severability**

The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision.

**Standard Contracts**

Should this Bid include any of the Authority's Standard Contracts, all Bidders shall be required to thoroughly read and understand the terms, conditions and provisions in these documents. The successful Bidder shall be responsible for compliance with these terms and conditions. In the event that this Bid is awarded to your company, the executed contract and purchase order subsequently issued will become the official documents to supply product(s) or services(s) to SJRA. All required Certificates of Insurance and endorsements will be required before award recommendation is taken to the Board of Directors. Any exceptions taken to SJRA's standard contracts may cause Bid to be considered non-responsive.

**Tax Exempt**

Owner is exempt from State Retail Tax and Federal Excise Tax. The Bid price must be net, exclusive of taxes.

**Title and Risk of Loss**

Title and Risk of Loss of the goods shall not pass to the Authority until the Authority actually accepts and takes possession of the goods at the point or points of the delivery.

**Unit Prices**

Prices should be itemized. Unit prices shall be set to no more than four (4) decimal places. The Owner reserves the right to award by item or by total Bid. If there are discrepancies between unit prices and extension, the unit price will prevail.

**Venue**

Any resulting contract shall be governed by and construed and enforced in accordance with the laws of the State of Texas

**Withdrawal**

Bidders may request withdrawal of a posted sealed Bid prior to the scheduled Bid opening time, provided the request for withdrawal submitted to the Purchasing Agent in writing. Owner reserves the right to reject any and all Bid by reason of this request.

## 4. Insurance

All respondents must submit, with the Bid, a certificate of insurance indicating coverage in the amounts stated below. **Construction (large jobs and/or high hazards)** In lieu of submitting a certificate of insurance, respondents may submit, with Bid, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to the SJRA, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the Respondent named therein, if successful, upon award of this Contract. Failure to provide insurance certificate or notarized statement may result in disqualification of Bid.

### SJRA Standard Insurance Requirements:

<b>Services Provided</b>	<b>Kinds of Insurance:</b>	<b>Limits of Liability**:</b>
Administrative	General Liability (Premises Operations) Workers' Compensation Automobile Liability (including Hired and Non-owned Autos)	\$500,000/\$1,000,000 WC Statutory- Employers' Liability \$500,000  \$500,00 Combined Single Limit
Professional Services <i>General Liability coverage is required for contractors rendering professional services on SJRA premises)</i>	Professional Liability General Liability (Premises/Operations) Workers' Compensation  Automobile Liability	\$1,000,000/\$3,000,000 \$1,000,000/\$2,000,000 WC – Statutory – Employers' Liability \$500,000  \$500,000 Combined Single Limit
<b>Construction (large jobs and/or high hazards)</b>	<b>General Liability (must specifically include Premise/Operations and Completed Operations) Workers' Compensation Automobile Liability (include Hired &amp; Non-owned Autos) Umbrella Policy</b>	<b>\$1,000,000/\$2,000,000 (Minimum)</b> <b>WC – Statutory – Employers' Liability \$500,000</b> <b>\$500,000 Combined Single Limit (Minimum)</b> <b>\$1,000,000</b>
Construction (small jobs, low hazards)	General Liability (must specifically include Premise/Operations and Completed Operations)  Workers' Compensation  Automobile Liability (include Hired & Non-owned Autos)	\$500,000/ \$1,000,000 (Minimum)  WC – Statutory – Employers' Liability \$500,000  \$500,000 Combined Single Limit (Minimum)
General Building Services <i>(Examples: Lawn maintenance, building maintenance, janitorial services)</i>	General Liability (Premise/Operations and Completed Operations)  Workers' Compensation  Automobile Liability (include Hired & Non-owned Autos)	\$500,000/ \$1,000,000 (Minimum)  WC – Statutory – Employers' Liability \$500,000  \$500,000 Combined Single Limit (Minimum)

Aggregate limits are per 12-month policy period unless otherwise indicated; defense costs shall be excluded from limits of liability of each policy.

All required insurance shall be maintained with responsible insurance carriers acceptable to SJRA and lawfully authorized to issue insurance of the types and amounts set forth in this Article 11 and having a Best's Financial Strength Rating of at least "A-" and a Best's Financial Size Category of Class VI or better, according to the most current edition of *Best's Key Rating Guide, Property-Casualty United States*.

Before commencing work, the Respondent shall be required, at its own expense, to furnish the SJRA Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of any agreement. Respondent shall obtain and keep in full force and effective until throughout the Project the insurance coverage's hereinafter specified; such coverage's shall be in primary form as to the liabilities assumed hereunder or excess form with limits not less than those stated above.

**RESPONDENT SHALL SAVE HARMLESS SJRA FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF RESPONDENT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF RESPONDENT OR ANY OF RESPONDENT'S AGENTS, SERVANTS OR EMPLOYEES.**

Respondent shall timely report all such matters to the SJRA and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide the SJRA with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the SJRA required by Respondent in the defense of each matter.

Respondent's duty to defend, indemnify and hold the SJRA harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by The SJRA in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.

Respondent's indemnification shall cover, and Respondent agrees to indemnify The SJRA, in the event The SJRA is found to have been negligent for having selected Respondent to perform the work described in this request.

The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.

Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify the SJRA, and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to The SJRA.

Loss Deduction Clause - The SJRA shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

The SJRA and the successful Vendor will agree that the contract awarded from this Request for Bid shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in a state court of competent jurisdiction in Montgomery County, Texas and further that neither party will seek to remove such litigation to the federal court system by application of conflict of laws or any other removal process to any Federal Court or court not in Texas.

## 5. Scope of Services

The SJRA is soliciting Bids for a Supplier to Provide:

**Weekly Standby Rental of Pump(s) and Accessories** for bypass pumping of up to forty (40) million gallons per day (MGD), including all necessary accessories with the ability to mobilize within 12-hrs of receiving notice.

**Monthly Standby Rental of Pump(s) and Accessories** for bypass pumping of up to forty (40) million gallons per day (MGD), including all necessary accessories with the ability to mobilize within 12-hrs of receiving notice.

**Weekly Operation of Pump and Accessories (Including Mobilization/Demobilization)** and the operation of up to 40 MGD bypass pumping within 12-hrs of receiving notice, and the cost for mobilization/demobilization and operation of an additional 25 MGD within 24-hrs.

**Monthly Operation of Pump and Accessories (Including Mobilization/Demobilization)** and the operation of up to 40 MGD bypass pumping within 12-hrs of receiving notice, and the cost for mobilization/demobilization and operation of an additional 25 MGD within 24-hrs.

Diversion pumping may be required during various siphon reconstruction projects (separate contracts) to maintain flow in the SJRA Canal. The SJRA canal will be flowing continuously and in the event of a flow interruption, the pump and piping supplier(s) shall be responsible for ensuring that the required canal flow is fully delivered at all times to the downstream side of the construction area. This is may be required during construction, emergency events, storm outages or the temporary outage of the Pump Stations.

For the duration of the Work, the pump and piping supplier(s) shall stage, in their yard or at the SJRA Highlands Office, pumps and piping sufficient to deliver approximately 40 MGD to the downstream side of the siphon(s) within twelve (12) hours after notification by SJRA of a disruption of canal flow. Additional pumps and piping to bring pumping capacity to the full requirement of 65 MGD shall be mobilized to the site within 24 hours after notification that diversion pumping is required.

Prior to the start of construction, the pump and piping supplier(s) shall provide a Diversion Pumping Plan including identification of initial pumps (40 MGD) to be staged and ready for immediate deployment with piping and required appurtenances. The plan shall provide documentation from the pump and piping supplier(s) that the remaining pumps and piping (25 MGD) will be mobilized to the site within the required 24 hours.

### **Definitions**

Diversion pumping is the installation and operation of bulkheads, plugs, hoses, piping, headers and pumps to maintain the required water flow in the SJRA canal system.

## **System Description**

The existing siphon pipes at the various locations can provide adequate capacity to convey the required volume of water to the downstream side of the canal during Phase 1, construction of a new 60-inch siphon. However, if there is a disruption in the flow through the existing siphon, diversion pumping shall be required to provide sufficient continuous water transport to the canal downstream of the siphon to avoid interruption of SJRA customer water demand.

After completion of Phase 1, the new siphon will be placed into service to provide the required volume of water to the downstream side of the canal during Phase 2, repair of the existing siphon. As during Phase 1, if there is a disruption in the flow through the Phase 1 siphon, diversion pumping shall be required to provide continuous water transport to the canal downstream of the siphon.

Any time the diversion pump(s) are operating, Supplier will provide an experienced operator to be on site to monitor the operation, adjust pump speed, valves, etc., and make minor repairs to the system and report problems to Supplier and the SJRA Project Manager. The operator shall coordinate all bypass pumping operations with the general contractor and the SJRA Project Manager. (a contact list of authorized SJRA personnel will be provided to selected supplier)

## **Submittals**

Upon selection and award of contract, Supplier will be required to provide a **Diversion Pumping Plan** with sufficient detail to show the location, number and size of pumps, the number, location, size and type of hoses and/or rigid piping, and the location and manner of the downstream discharge. Special features where pipes or hoses cross the existing roadways, such as quick connect fittings, must be shown on submitted plans.

The Diversion Pumping Plan shall include a detailed list of pumps and appurtenances with a combined capacity to divert a variable flow rate up to 65 MGD from the canal, upstream of any blockage or impedance of flow to the canal downstream of construction. The detailed list shall identify pumps that can be operational, within twelve (12) hours of notice by the SJRA.

## **Materials**

Design piping, joints, and accessories to withstand at least twice the maximum system pressure or 50 psi, whichever is greater.

Pumps shall be self-priming type or submersible electric, in good working order, with a working pressure gauge on the discharge.

## **Execution**

The placement of piping across the existing roadways will require the notification of and coordination with Harris County, Crosby Independent School District and the Crosby Volunteer Fire Department. Supplier will be responsible for any required permits involving public roadways.

## **Cleaning**

When diversion pumping operations are complete, piping shall be drained into canal prior to disassembly.

## 6. Bid Response

To facilitate evaluation of Bid, one (1) original, and one (1) Electronic CD version will be accepted instead of 3 paper copies. **The SJRA prefers to award the entire contract to a single Contractor, however, the SJRA reserves the right to award a primary contract and a secondary contract in an effort to secure a back-up contractor to be used in urgent situations in the event the primary contractor is unable to respond as needed.**

Bid will be evaluated based on the Contractors ability to satisfy the requirements in the Scope of Work and the Following Criteria:

**Cover letter** assuring firm fully understands scope of work

**Equipment Operator Hourly Rate:** \$ \_\_\_\_\_

**Weekly Standby Rental of Pump(s) and Accessories**  
for bypass pumping of up to 40 million gallons per day: \$ \_\_\_\_\_

**Monthly Standby Rental of Pump(s) and Accessories**  
for bypass pumping of up to 40 million gallons per day: \$ \_\_\_\_\_

**Weekly Operation of Pump and Accessories 40 MGD**  
Including mobilization within 12 hrs. \$ \_\_\_\_\_

**Monthly Operation of Pump and Accessories 40 MGD**  
Including mobilization within 12 hrs. \$ \_\_\_\_\_

**Demobilization:** \$ \_\_\_\_\_

**Weekly Operation of Pump and Accessories 25 MGD**  
Including mobilization within 24 hrs. \$ \_\_\_\_\_

**Monthly Operation of Pump and Accessories 25 MGD**  
Including mobilization within 24 hrs. \$ \_\_\_\_\_

**Demobilization:** \$ \_\_\_\_\_

**Diversion Pumping Plan:** \$ \_\_\_\_\_

**Years of Experience:** \_\_\_\_\_ **yrs.**

### METHOD OF PAYMENT:

**1) PAYMENT TERMS:** Net 30 (Vendor paid within 30 days of invoice or receipt of goods accepted in good order.)

**2) PROMPT PAYMENT DISCOUNT:** \_\_\_\_\_% within 10 days (e. g. 1%, 2%, 5%)

## 7. Client References

References: The SJRA will conduct reference checks as needed to evaluate Bid. The SJRA may contact those listed, and inclusion of this listing in your Bid is agreement that the SJRA may contact the named reference. The SJRA reserves the right to contact other companies or individuals that can provide information to the SJRA that will assist in fully evaluating the Service Provider. All reference checks must show that the successful Bidder is in good standing with their current and previous customers. All Bids are required to provide a **minimum of three (3)** references from current and recent clients of similar size and scope.

COMPANY/OWNER: \_\_\_\_\_

CONTACT(S): \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

COMPANY/OWNER: \_\_\_\_\_

CONTACT(S): \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

COMPANY/OWNER: \_\_\_\_\_

CONTACT(S): \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

## 8. Certification of Bid

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid.

Questions about this RFB should be directed in writing to Gilbert C. Garza, Purchasing, by Fax: 936-588-7198, or email: [ggarza@sjra.net](mailto:ggarza@sjra.net) no later **than 2:00 PM, Thursday, September 1, 2011**

**9. Signatures**

This Agreement is executed in two original copies and is effective as of the date of signature by the General Manager or his designee.

**CONTRACTOR:**

(If Joint Venture)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Mbl Phone: \_\_\_\_\_

Mbl. Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Tax Identification Number: \_\_\_\_\_

Tax Identification Number: \_\_\_\_\_

**SAN JACINTO RIVER AUTHORITY**

**APPROVED:**

By: \_\_\_\_\_  
SJRA Authorized Signature

Title: \_\_\_\_\_

Date: \_\_\_\_\_  
(Effective Date of Contract)

**END OF DOCUMENT**

Attachment A

AFFIDAVIT OF BILLS PAID

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ party to that certain Contract entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, between San Jacinto River Authority (Owner) and \_\_\_\_\_ (Contractor) for the erection, construction, and completion of certain improvements and/or additions upon the following described premises, to wit:

Said party being by me duly sworn states upon oath that the said improvements have been erected and completed in full compliance with the above referred to Contract and the agreed plans and specifications therefore.

Deponent further states that he has paid all bills and claims for materials furnished and labor performed on said Contract and that there are no outstanding unpaid bills or legal claims for labor performed or materials furnished upon said job.

This affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness of the statements contained therein that final and full settlement of the balance due on said Contract is being made, and in consideration of the disbursement of funds San Jacinto River Authority, deponent expressly waives and releases all liens, claims and rights to assert a lien on said premises and agrees to indemnify and hold San Jacinto River Authority safe and harmless from and against all losses, damages, costs and expenses of any character whatsoever specifically including court costs, bonding fees and attorney fees, arising out of or in any way relating to claims for unpaid labor or material used or associated with construction of improvements on the above-described premises.

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Subscribed and sworn to before me, the undersigned authority, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary public in and for \_\_\_\_\_ County