

REQUEST FOR QUALIFICATIONS



Canadian River Municipal Water Authority

RFQ NO: 001-2020

RELEASE DATE: December 16, 2020

Well Pumps and Motors and Related Equipment –

Pre-qualification of Suppliers

And Service Providers for Repairs

SUBMITTAL DEADLINE: January 19, 2021 at 5:00 P.M. (CT)

A. PROJECT INFORMATION

1. Objective

The Canadian River Municipal Water Authority (“Authority”) owns and operates an aqueduct system that serves 11 Member Cities and a half-million people. including several water well fields including approximately 43 wells, The Authority has need from time to time to purchase new or replacement wellfield pumps and pump motors and related equipment and hardware, and from time to time to have existing equipment repaired or otherwise serviced. The Authority is seeking qualified suppliers that can provide new well pumps and motors, and related hardware and equipment, from time to time as requested, and service providers that can provide repair services from time to time as needed. See **Exhibit A** for the list of wells and related information.

The Authority intends to pre-qualify suppliers to provide well pumps and motors and related equipment and hardware, and providers to provide repair services. When need for such equipment or repair service arises from time to time, the Authority will solicit quotations for the desired equipment from the pre-qualified suppliers or quotations for repair service from pre-qualified service providers, and purchase equipment or obtain repair services from one or more of the pre-qualified suppliers or service providers based on received quotations.

2. Scope of Services

The Authority will evaluate statements of qualification received, determine which one or more responders will provide the best value for the Authority considering factors such as price, delivery terms and delivery times, responsiveness, experience, reputation, quality of equipment or services offered, reliability, warranties offered, and the like; and select and designate one or more responders as prequalified supplier(s) or service provider(s). When the Authority determines it has need of specific new equipment or repair services, it will solicit quotations for that equipment from suppliers, or for that repair service from service providers, who have been prequalified based on responses to this Request for Qualifications. Individual purchases of goods or services will be at the prices and on the terms agreed to between the Authority and the prequalified provider, as applicable, based on quotations given and possible negotiation regarding the terms of the quotation. Being a prequalified provider, however, does not guarantee that any particular goods or services, or any particular amount(s), or any at all, will be purchased from the provider.

The Authority anticipates there will be more than one prequalified equipment supplier and more than one repair service provider. Each prequalified supplier and provider will be expected to execute a contract with the Authority, addressing the basic terms and conditions of sale and delivery of requested equipment and/or of requested repair service. The Initial Term of the contract is anticipated to be up to four (4) years, with automatic renewal for up to two (2) Renewal Terms of three (3) years each unless written notice is given by either party to the other at least ninety (90) days in advance of the renewal date.

One purpose of this RFQ and the approach to the acquisition of equipment and services described is to streamline the Authority's process for competitive procurement of its periodic needs for well pumps and motors and related equipment and hardware, and for repair services. Unless unusual circumstances warrant otherwise, the Authority anticipates that it will not purchase pumps or motors, or obtain pump or motor repair services, during the term of the contract from other than the prequalified suppliers and providers.

At present, the Authority is using Flowserve pumps and motors, Gould pumps, Indar motors, Baker Hughes pumps and motors, and GE vertical turbine motors. Other related equipment that may be included in the scope of this agreement ("Related Equipment") includes:

- Motor leads and splice kit
- Discharge head and associated components
- Lineshaft lubrication system, tubing, pump shaft, bearings
- Submersible motor shroud
- Submersible pump/motor coupling adapter
- Motor electrical cable
- Column pipe and associated components
- Check valves
- Motor starters and controls
- Flow meters
- Power transformers
- Water level sensors and associated components
- Well house piping and associated components

The Authority will consider other types and brands of pumps and motors (and appropriate Related Equipment) that are reliable and that satisfy the Authority's needs, and meet applicable performance specifications.

B. EVALUATION AND SELECTION PROCESS

The Authority will review, evaluate, and rank the responses to this RFQ according to the criteria identified below. The Authority may ask for additional information or interview responders as it deems necessary to be able to prudently determine which responders to prequalify. The Authority anticipates that it will select two or more responders as prequalified suppliers and/or providers.

Responders not providing a response regarding pumps and/or motors may be considered non-responsive and ineligible for consideration. Responders should also respond regarding each of the Related Equipment items listed above in Section A, indicating whether or not the responder offers that item of Related Equipment for sale.

Criteria for evaluation include the factors identified below, and any other factors authorized by Texas competitive procurement statutes applicable to the Authority.

- Quality of the responder's goods, including performance and reliability;
- Quality of the responder's services, including responsiveness, performance, and reliability;
- Reputation of the responder, and of the responder's products, services, and responsiveness;
- Extent to which the responder's goods and services meet the Authority's needs;
- Responder's past relationship with the Authority, and past performance;
- Location of responder in relation to Authority;
- Demonstrated competence and qualifications of responder as determined by the Authority based on information provided in response to this RFQ, additional information provided in response to requests for such information by the Authority, prior experience of the Authority with the responder or any of its principals, and in any interviews the Authority may hold;
- Warranties offered;
- Safety record of responder;
- Impact on the Authority to acquire respondent's goods and/or services;
- Impact on the ability of the Authority to comply with laws and rules relating to contracting with historically under-utilized businesses and non-profit organizations employing persons with disabilities; and
- Any other factor permitted by Texas law.

Any contract awarded will be based on the Authority's determination of which statements of qualification by responsible responders are determined by the Authority to be the most advantageous to the Authority considering the factors described above.

NO INDIVIDUAL BOARD MEMBER OR STAFF MEMBER OF THE AUTHORITY HAS THE POWER TO LEGALLY OR FINANCIALLY COMMIT THE AUTHORITY TO ANY CONTRACT, AGREEMENT OR PURCHASE ORDER FOR GOODS OR SERVICES UNLESS SPECIFICALLY AUTHORIZED TO DO SO BY THE AUTHORITY'S BOARD OF DIRECTORS OR BY A PERSON TO WHOM THE BOARD HAS EXPRESSLY DELEGATED SUCH AUTHORITY.

C. SUBMISSION PROCESS, DUE DATE, AND REQUIRED DOCUMENTS

1. Deadline

The deadline for the Authority to receive responses will be 5:00 p.m. Central time on January 19, 2021. Responders are strongly encouraged to submit their proposals at least two (2) hours prior to the deadline and time to avoid last-minute transmission issues.

2. Submission Formats

Responders may submit Statements in hardcopy form by mail or courier or by electronic submission (e-mail). Regardless of the form of submittal, the required submittal format standards stated below must be used and all required forms and pages included. Electronic submittals must be in pdf format.

Hardcopy submittals:

Two (2) copies of the submittal, including all required forms and applicable supporting documentation, are required. Failure to submit the required number of copies may result in the response being declared unresponsive and not be considered. Hardcopy submittals must be submitted in a sealed envelope or container, addressed and delivered to the address stated below.

Email submittals:

Only one copy is required to be submitted if submission is by email. Responder assumes the risk that an emailed copy is not timely received by the Authority; or if received cannot be opened by the Authority; or if received and can be opened is not readable or legible in whole or part, or is corrupted in whole or part. Unopenable or unreadable emailed submittals may be disqualified.

Electronic (email) submittals must be in pdf format, and signature pages must be signed, dated, scanned and included in the pdf submittal.

Submittals not timely received, complete, openable, and legible (all parts readable), will not be considered. Submittals must be received by the Authority at the stated location for submission of responses not later than **5:00 pm Central time on January 19, 2021.** **The Authority is not responsible for late submissions on account of failed or late mail or courier delivery, failure of email transmission, or otherwise; it is solely the Responder's responsibility to ensure the Authority receives the Responder's submission on time and in readable form.** Submittals received later than stated deadline will be rejected and returned unopened.

Submittals must be addressed and delivered to:

**Canadian River Municipal Water Authority
Chad Pernel, P.E
9875 Water Authority Rd, Sanford, Texas 79078 (for hardcopies)
806-865-3314 (for faxes)
pernell@crmwa.com (for emails)**

The outside of the envelope or container (for hardcopies), the cover page (for faxes), and the cover page and email header (for electronic/email submission) must state: **RFP No. 001-2020 STATEMENT OF QUALIFICATIONS (Well Pumps and Motors).**

- a) Responses should be clear, concise, and complete. They should be submitted using an 8 ½" by 11" portrait format (up to 11" by 17" will be permitted for drawings, where warranted).
- b) By submission of a response, responder acknowledges that it has read and thoroughly understands the contents of this RFQ, agrees to all terms and conditions stated herein, and represents that responder is willing to and able to provide and deliver the product or service to the Authority upon request from to time.

3. Estimated Timeline

December 16, 2020RFQ Released
January 12, 2021 by 5:00 PM (CT)Receipt of Written Questions Due
January 15, 2021 by 5:00 PM (CT)Q&A Emailed to Responders
January 19, 2021 by 5:00 PM (CT) Submittals Due
February 16, 2021, or before Selection of Prequalified Suppliers

Submittals will be opened and the names of the responders' names will be read aloud at the offices of the Authority immediately following the time submittals are due.

4. Questions

All questions must be made in writing, directed to Chad Pernell P.E. (pernell@crmwa.com). Questions and responses in writing by the Authority will be shared with all identified potential responders known to the Authority.

5. Required Disclosures

Note that at least two kinds of ethics-related disclosures may be required by Responders:

Texas Local Government Code chapter 176 requires vendors contracting with, *or merely seeking to contract with*, a local governmental entity to make certain disclosures regarding any covered familial relationships with a "local government officer", or regarding gifts or other gratuities provided to, or financial or business relationships with, a local government officer or members of the officer's immediate family. ***Your submission of a response to this RFQ will trigger your obligation under chapter 176 to file the appropriate disclosure with the Authority.*** The Form CIQ you should use is available on the Texas Ethics Commission website.

HB 1295 (codified at Texas Local Government Code §2252.908) requires any person or entity *actually contracting with* a local governmental entity or a state agency to submit with the executed contract a disclosure form (available on the Texas Ethics Commission website) identifying "interested persons" regarding the contract. The TEC website has detailed explanations, including TEC Rule 46 implementing the statute, and videos regarding how to prepare and provide the Certificate.

D. RIGHT OF AUTHORITY TO CANCEL REQUEST FOR QUALIFICATIONS, TO ELECT NOT TO AWARD, TO REJECT RESPONSES, AND TO WAIVE INFORMALITIES OR IRREGULARITIES

The Authority expressly reserves the right to cancel this RFQ at any time without obligation or liability to any responders or potential responders; to elect not to award contracts as a result of the RFQ; to reject any or all responses; to waive any informality or irregularity in any response received; and to be the sole judge of the respective merits of the responses received.

Responders are solely responsible for all costs related to making a response to this RFQ; the Authority will not be responsible for any costs to a responder or potential responder even if, without limitation, the RFQ is canceled or the responder's response is disqualified for any reason.

By submitting a response, you agree that you are solely responsible for any and all costs involved or incurred by you or on your behalf by any third party in or related to the preparation and submission of your response and the provision of any additional information required by the Authority or of participation in any interview or presentation desired by the Authority, regardless of whether or not your response is considered or is rejected for any reason, whether you are selected to be one of the final candidates or not, or whether or not you are selected to be a pre-qualified supplier or service provider.

E. EQUAL OPPORTUNITY IN AUTHORITY BUSINESS CONTRACTING

Race, religion, sex, color, ethnicity, and national origin are not used as criteria in the Authority's business contracting practices. Every effort is made to ensure that all persons regardless of race, religion, sex, color, ethnicity, and national origin have equal opportunity to compete or make proposals for contracts and other business opportunities with the Authority.

F. INQUIRIES AND INTERPRETATIONS

Responses to inquiries that directly affect an interpretation or change to the RFQ will be issued in writing by the Authority as an addendum to the RFQ. All such addenda issued before the time that responses are due shall be considered part of this RFQ.

Only replies to inquiries that are made by the Authority issuing addenda to this RFQ shall be binding. Oral and other interpretations or clarifications are without legal effect and should not be relied on.

The Authority is aware of the time and effort you expend in preparing and submitting your response. Please let us know of any requirement causes you undue difficulty in responding to our Request for Qualifications. We want to facilitate your participation so that all responsible engineers can compete for the Authority's business. If you have questions, please contact Chad Pernell (pernell@crmwa.com).

G. THE AUTHORITY'S RIGHT TO AUDIT

At any time during the term of any contract that is awarded related to this RFQ, or thereafter, the Authority reserves the right to audit Contractor's records and books relevant to all goods and services provided to the Authority under the contract, or to have a duly authorized audit representative of the Authority conduct an audit, at the Authority's expense and at reasonable times. In the event such an audit reveals any errors or overpayments by the Authority, Contractor shall refund to the Authority the full amount of such overpayments within thirty (30) days of such audit findings. The Authority, at its option, reserves the right to deduct and set off any amounts owing to the Authority by the Contractor against any payments due the

Contractor from the Authority under a contract let in relation to this RFQ, or any other contract between Contractor and the Authority; and by submitting a response to this RFQ the Responder agrees to such right of refund to, and right of setoff by, the Authority.

H. ANTI-LOBBYING PROVISION

DURING THE PERIOD BETWEEN THE ISSUANCE OF THIS RFQ AND THE CONTRACT AWARD, IF ANY RESPONDERS, INCLUDING THEIR PRINCIPALS OR OTHER OWNERS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS AND REPRESENTATIVES, SHALL NOT DISCUSS OR PROMOTE THEIR PROPOSAL WITH ANY MEMBER OF THE AUTHORITY'S BOARD OF DIRECTORS OR STAFF OTHER THAN THE PERSON DESIGNATED IN THIS RFQ TO WHOM QUESTIONS ARE TO BE DIRECTED, EXCEPT UPON THE REQUEST OF THE AUTHORITY IN THE COURSE OF AUTHORITY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS.

This provision is not meant to preclude responders from discussing other matters with Authority Board members or Authority staff. The policy is intended to create a level playing field for all potential responders, assure that contract decisions are made in public, and to protect the integrity of the RFQ process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the Authority and its customers. Violation of this provision may result in disqualification of the responder.

I. NO ARBITRATION; DISPUTE RESOLUTION

The Authority reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction.

In the event of a dispute arising under any agreement awarded related to this RFQ, the parties will first attempt to resolve any disputes amicably. If they are unable to do so within thirty (30) days, they agree to participate in good faith within sixty (60) days thereafter in non-binding mediation in Hutchinson County, Texas, or as otherwise agreed, and to do so before they resort to other means, including but not limited to legal action such as filing suit. If the parties cannot agree to a mediator, they agree that a mediator shall be chosen for them by the Austin (Texas) Dispute Resolution Center. Each party will bear its own costs of participation in the mediation; and the parties agree to share equally the fees and other direct costs of mediation (such as the mediator's fees and expenses, costs of mediation site, etc.).

The Authority shall not be subject to any arbitration process prior to exercising its unrestricted right to seek a judicial remedy, or without the Authority's written consent to arbitration. The remedies set forth herein or in any contract awarded are cumulative and not exclusive and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

J. INSURANCE AND BONDS

The successful responder(s) are required to carry the insurance specified in the Insurance Requirements attachment, and to show proof of insurance upon request of the Authority; provided, that, in appropriate circumstances as determined in the sole discretion of the Authority, the Authority may increase, reduce, or waive specific such requirements. Any required payment or performance bonds that may be required regarding a particular purchase of goods or services will be stated in the applicable quotation solicitation.

K. WAIVER OF CLAIMS BASED ON STATEMENT OF QUALIFICATIONS

EACH OFFEROR BY SUBMISSION OF A RESPONSE TO THIS REQUEST FOR QUALIFICATIONS WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE AUTHORITY, ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, AGENTS, AND REPRESENTATIVES, ENGINEERS, AND OTHER CONSULTANTS, CONNECTED WITH, RELATED TO, OR ARISING FROM THIS REQUEST FOR QUALIFICATIONS OR THE RESPONSE, INCLUDING, WITHOUT LIMITATION, THE ADMINISTRATION OF THE REQUEST FOR QUALIFICATIONS, THE RESPONSE EVALUATIONS, AND THE SELECTION OR NON-SELECTION OF THE RESPONDENT AS A PRE-QUALIFIED SUPPLIER. SUBMISSION OF A STATEMENT OF QUALIFICATIONS INDICATES RESPONDENT'S ACCEPTANCE THAT SOME SUBJECTIVE JUDGMENTS MUST BE MADE BY THE AUTHORITY DURING THE EVALUATION AND SELECTION PROCESS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH RESPONDENT WAIVES ANY CLAIM IT HAS OR MAY HAVE AGAINST THE ABOVE-NAMED PERSONS AND ENTITIES BASED ON INFORMATION, OPINIONS, JUDGMENTS, RECOMMENDATIONS, OR DECISIONS CONTAINED IN SUCH EVALUATIONS AND SELECTIONS.

L. CHOICE OF LAW; VENUE; JURISDICTION

Any claim or dispute concerning, arising from, or related to this RFQ, and response to it, or any contract awarded under it shall be subject to the laws of the State of Texas, without giving effect to its choice of laws provisions. Venue for any such claim or dispute shall be and lie exclusively in the state and county courts of Hutchinson County, Texas; and by submitting a Statement of Qualifications, the respondent agrees to submit to the personal jurisdiction of such courts.

M. EXISTING CONTRACTS SUPERSEDED

Any existing contracts between the Authority and proposers selected to be Prequalified Suppliers or Prequalified Service Providers that concern sales of or service for well pumps, motors, or Related Equipment will be superseded by the Prequalified Supplier or Prequalified Service Provider agreements awarded under this RFQ; and the proposer having such an existing contract with the Authority agrees that such existing contract will terminate by mutual agreement upon award and execution of the agreement awarded under this RFQ.

N. PREVAILING WAGE RATES

Selected providers shall comply with the prevailing wage rate requirements stated in Chapter 2258 of the Texas Government Code or its successor statute(s), and shall require subcontractors to comply with the applicable provisions of that law.

O. REPRESENTATION REGARDING ISRAEL

In compliance with Texas Government Code section 2279.002, a responder represents and verifies by submission of a response that it does not boycott Israel and will not do so for the term of any agreement resulting from this RFQ, including any Renewal Terms.

P. PAYMENTS; RIGHT OF SET-OFF

Invoicing and payments, including interest for late payments, are governed by Texas Government Code chapter 2251. The Authority will have the right to set off any amounts owed by responder to the Authority as against any amounts due and owing by the Authority to Contractor for any goods or services, including but not limited to any amounts arising under any other contract between the Authority and Contractor, or otherwise.

Q. ATTORNEYS' FEES

The party prevailing in any adjudication, as the term "adjudication" is defined in Texas Local Government Code section 271.151 or successor statutes, of a claim by or against the Authority by a selected provider, or by or against a selected provider by the Authority, concerning, arising under, or related to any Agreement awarded related to this RFQ, or the performance of it, will be entitled to recovery of reasonable and necessary attorney fees that are equitable and just, and costs, as permitted by Texas Local Government Code section 271.153 or its successor statute(s); provided, however, that this provision does not itself waive any governmental or other immunity the Authority may otherwise enjoy.

R. DISCLAIMER AND LIMITATION OF LIABILITY

NEITHER THE AUTHORITY NOR ITS BOARD MEMBERS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS OR REPRESENTATIVES (ALL COLLECTIVELY, "**AUTHORITY PARTIES**"), WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES THAT RESULT OR ARISE FROM OR UNDER ANY CONTRACT AWARDED RELATED TO THIS RFQ. PROVIDER'S SOLE REMEDY FOR BREACH OF THAT AGREEMENT BY THE AUTHORITY WILL BE TERMINATION FOR CAUSE BY THE PROVIDER AND PAYMENT OF ANY FEES, REIMBURSEMENTS, OR OTHER PAYMENTS ACCRUED AND DUE THE PROVIDER UNDER THE TERMS OF THAT AGREEMENT, SUBJECT TO THE AUTHORITY'S RIGHT OF SET-OFF.

S. INDEMNITY

THE PROVIDER UNDER ANY CONTRACT AWARDED RELATED TO THIS RFQ SHALL INDEMNIFY AND HOLD THE AUTHORITY AND AUTHORITY PARTIES HARMLESS FROM ANY AND ALL CLAIMS, SUITS AND PROCEEDINGS OF ANY KIND OR CHARACTER (COLLECTIVELY "CLAIMS") ASSERTED BY THIRD PARTIES AGAINST THE AUTHORITY OR AUTHORITY PARTIES CONCERNING, RELATED TO, OR ARISING FROM PROVIDER'S PERFORMANCE OF ANY SERVICES UNDER THIS AGREEMENT, FOR WHICH AND ONLY TO THE EXTENT ANY SUCH CLAIMS ARE BASED IN WHOLE OR PART ON ASSERTIONS ABOUT THE ACTS OR OMISSIONS OF PROVIDER, ITS OFFICERS, PARTNERS, OWNERS OR OTHER PRINCIPALS OR SHAREHOLDERS, JOINT VENTURERS, AFFILIATES, PARENTS, SUBSIDIARIES, EMPLOYEES, SUBCONTRACTORS, SUPPLIERS, AGENTS, OR REPRESENTATIVES. It is not intended that provider indemnify the Authority or Authority Parties for the consequences of the negligence of the Authority or an Authority Party.

T. RELATIONSHIP OF THE PARTIES

By submitting a response, a responder to this RFQ agrees that, respecting any contract awarded related to this RFQ, the relationship of a prequalified provider to the Authority at all times during the term of this Agreement and any extensions of it will be that of an independent contractor and not an employee of the Authority; and nothing in this Agreement or any license, document or attachment made a part hereof, nor any oral agreement, discussion or representation between the parties, shall be construed or applied to create any relationship between the parties other than that of the provider as an independent contractor. The provider will provide its own personnel for the completion of its services hereunder and agrees to properly insure them.

EXHIBIT A

Identification of Wells and Other Information

Well	Current Flow (gpm)	Total Depth (ft)	Casing OD (in)	Column Pipe Size (in)	Motor Voltage (volts)	Motor Size (Hp)
P-11	1,418	630	18	12	2,300	250
P-14	490	435	14	6	480	50
P-15	845	710	18	8	2,300	150
P-16	639	450	14	8	480	100
P-17	139	385	14	4	480	50
P-18	549	585	14	8	2,300	125
P-19	390	445	14	8	480	100
P-22	1,396	665	18	12	2,300	300
P-24	788	635	18	10	2,300	250
P-25	1,631	703	18	12	2,300	350
P-28	393	388	16	6	480	75
P-29	644	545	16	8	2,300	125
P-39	519	420	16	8	2,300	100
P-40	859	418	16	8	2,300	200
P-43	651	429	18	8	2,300	150
P-45	648	534	20	12	2,300	100
P-47	701	380	16	8	2,300	200
P-48	1,543	430	18	12	2,300	350
P-49	2,177	659	24	12	2,300	450
P-50	1,436	526	18	12	2,300	300
P-51	2,287	655	20	12	2,300	450
P-52	370	545	18	8	2,300	150
P-53	1,465	615	18	10	2,300	250
P-63	1,515	640	18	12	2,300	350
P-64	767	540	16	10	2,300	150
P-66	1,094	476	20	8	480	200
X-5	1,297	565	18	10	2,300	300
X-3	1,526	607	18	10	480	350
PH3-2	2,156	868	24	12	4,160	700
PH3-4	2,929	948	24	12	4,160	700
PH3-7A	1,551	1,045	24	10	4,160	350
PH3-29	2,747	836	24	12	4,160	650
PH3-32	2,068	977	20	12	4,160	700
PH3-34	522	1,065	24	8	4,160	300
PH3-6	1,256	962	20	10	4,160	300
PH3-8A	1,476	954	20	10	4,160	350
PH3-22	3,185	955	20	12	4,160	600
PH3-27	2,427	933	20	12	4,160	600
PH3-28	2,745	979	20	12	4,160	600
PH3-31	1,448	866	20	10	4,160	400
PH3-33	1,359	981	20	10	4,160	400
PH3-35	1,584	1,015	20	10	4,160	400
PH3-39	1,883	868	20	10	4,160	450

**CANADIAN RIVER MUNICIPAL WATER AUTHORITY
STATEMENT OF QUALIFICATIONS**

**Prequalification of Suppliers of Well Pumps and Motors
And Repair Service Providers**

Responders must complete each of the following items.

1. INDIVIDUAL OR FIRM NAME:

2. BUSINESS ADDRESS:

3. TELEPHONE, WITH AREA CODE:

E MAIL ADDRESS:

INTERNET URL ADDRESS:

4. TYPE OF ORGANIZATION: (CHECK ONE)

a. SOLE PROPRIETORSHIP

b. PARTNERSHIP

c. CORPORATION

d. JOINT VENTURE

5. PRINCIPALS (P) AND ASSOCIATES (A) (use a separate sheet if required):

	NAME	P/A
a.		
b.		
c.		
d.		
e.		

6. REFERENCES.

	ENTITY NAME	CONTACT NAME	PHONE NUMBER
a.			
b.			
c.			
d.			

Responder agrees that the Authority may contact the References for information concerning any work performed by Responder for the Reference, and consents to the provision of such information by the Reference.

7. IDENTIFY EQUIPMENT AND REPAIR SERVICES OFFERED, AND ITS CHARACTERISTICS, DELIVERY TERMS AND TIMES, WARRANTIES, AND OTHER INFORMATION YOU BELIEVE TO BE PERTINENT.

Provide the information called for below regarding the products and services you offer. Use the space below, or attach a separate sheet (or sheets), to provide the information.

- Brands and types of pumps offered (e.g., submersible; line shaft, or other)
- Brands and types of pump motors offered (e.g., submersible, non-submersible)
- Related Equipment you offer for sale (see list in Section A of the RFQ main body).

- For each item of pumps, motors, or Related Equipment you offer for sale, provide information regarding (as applicable):
 - Specifications and configurations offered
 - Warranties offered, including any in addition to manufacturer’s warranty
 - Typical ordering lead times
 - Typical delivery and other applicable terms
 - Typical shipping costs
 - Any circumstances, limitations, requirements, terms, or conditions that apply to any sales

- Identify any repair services you can and would provide for pumps, motors, or Related Equipment you sell to the Authority:
 - State whether or not you would provide repair services.
 - If you would, state whether you would: provide the repair service yourself, arrange to have the manufacturer perform the repairs, or contract with other third parties to perform the service (and identify the persons or entities who likely would perform the service); and
 - identify any likely associated costs such as shipping, handling, insurance, shipping warranties offered, etc.

- If you would propose to provide repair services yourself:
 - Describe your relevant repair experience, including but not limited to the last 5 years;
 - Identify any manufacturer certifications for authorized repair services for that manufacturer’s products;
 - Describe your repair workforce and their experience and qualifications;
 - State the basis of direct repair costs, e.g., hourly, flat rate/fixed fee for specific repairs, etc.;
 - Identify any likely costs other than direct costs of repair, such as for shipping, handling, delivery, post-repair testing, pre-repair diagnosis, etc.; and
 - Identify any circumstances, limitations, requirements, terms, or conditions that would apply.

- Responder’s safety record (last 5 years)

The Authority recognizes that the brands, models, and types of pumps and motors and other equipment or hardware a respondent may be able to offer when responding to a future request by the Authority for quotations from pre-qualified providers may not be identical to the examples identified here by the responder, i.e., that brands, models, and specifications

available and/or being offered by respondent may change. Responder should provide examples that fairly represent responder's current ability to provide equipment.

8. OTHER QUALIFICATIONS

State any other qualifications you have that you believe to be relevant to the Authority's evaluation of responses and selection of pre-qualified equipment suppliers and repair service providers, that have not been stated or identified elsewhere in your response.

9. CONDITIONS AND EXCEPTIONS

Identify any conditions (including contract terms or conditions) that apply or might apply to your participation in the Authority's well pump/motor prequalified supplier/provider program that have not been stated already in your response to this RFQ. Identify any exceptions you take to this RFQ, its requirements, or otherwise to any of its provisions. If none, state, "Respondent takes no exceptions to the RFQ or any of its provisions or requirements."

If you have attached additional pages, state here how many: _____.

SUBMITTED BY:

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Firm Name: _____ Tel : _____

Address: _____ State: _____ Zip: _____

PRIVACY NOTIFICATION

The principal purpose for requesting this information is for use in the selection process for professionals commissioned by the Canadian River Municipal Water Authority.

Furnishing all information requested on the form is mandatory. Failure to provide such information will delay or may even prevent completion of the action for which the form is being completed. Information on the form is used by the Authority in the consideration of commissions to professionals.

If you consider any portion of your response to be privileged or confidential by application of any statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions. Remember that documents submitted to the Authority may be subject to disclosure under the Texas Public Information Act, chapter 552 of the Texas Government Code.

Responses are opened in a manner that avoids disclosure of the contents to competing responders and keeps the responses confidential during negotiations. All responses are open for public inspection after the contract is awarded, although trade secrets and confidential information in the responses may be protected from public disclosure to the extent permitted by the Public Information Act.

The Authority will honor your notations of trade secrets and confidential information and decline to release such information initially, to the extent permitted by law; but once a contract is awarded, the final determination of whether a particular portion of your response is a trade secret or commercial or financial information that may be withheld from public inspection may be made by the Texas Attorney General or a court. In the event an open records request is received for a portion of your response that you have marked as being confidential, you will be notified of the request and have an opportunity to justify your legal position in writing to the Texas Attorney General under section 552.305 of the Texas Government Code. In the event the Texas Attorney General or a court determines that the information is not privileged under section 552.110 or another section of the Public Information Act, section 252.049 of the Texas Local Government Code, or other law, that information will be made available to the requester.

Marking your entire submittal CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Public Information Act and will not be effective.

INSURANCE REQUIREMENTS

General Liability:

Contractor's insurance shall include blanket contractual liability with a combined single limit of a minimum of \$1,000,000 each occurrence and \$2,000,000 in the aggregate and shall include the following:

- Blanket Contractual Liability
- Personal Injury and Advertising Injury
- Products and completed operations

Professional Liability:

Contractor's insurance shall include Professional Liability coverage with a combined single limit of a minimum of \$1,000,000 each occurrence and \$3,000,000 in the aggregate.

Business Automobile Liability:

Contractor's insurance shall include Business Automobile Liability coverage with a combined single limit of at least \$500,000 per occurrence, and include coverage for but not limited to the following:

- Bodily injury and property damage
- Any and All Owned, Non-Owned or Hired vehicles, including employee owned vehicles used for business in whole or in part

Workers' Compensation and Employers Liability Insurance:

Contractor must elect to obtain workers' compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Contractor shall maintain said coverage throughout the term of the contract and shall comply with all provision of Title 5 of the Texas Labor Code to ensure that the Contractor maintains the coverage. Any termination of workers' compensation insurance coverage by Contractor or any cancellation or non-renewal of workers' compensation insurance coverage for the Contractor will constitute a material breach of the contract.

Contractor's insurance will include Employer's Liability coverage with limits of at least \$500,000 each accident.

Other Insurance Requirements:

Contractor's general liability and auto liability insurance policies through policy endorsement must include wording that states that the policy shall be primary and non-contributory with respect to any insurance carried by the Authority. The certificate of insurance described below must reflect that the above wording is included in evidenced policies. The Authority must be notified at least 30 days in advance of any cancellation of any of the required policies. The Authority must receive a copy of the full policy from the selected engineering firm.

SUSPENSION AND DEBARMENT CERTIFICATION

Federal law (A-102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of \$25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

Before an award of \$25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a federal agency.

I, the undersigned agent for the firm named below, certify that neither the firm nor its principals are suspended or debarred by a federal agency.

COMPANY NAME: _____

Firm's Federal Tax ID Number: _____

Signature of Company Official: _____

Printed name of company official signing above: _____

Date Signed: _____