

PROPOSAL SUMMARY SHEET
CITY OF ODESSA
PURCHASING DEPARTMENT
P.O. BOX 4398
ODESSA, TEXAS 79760-4398
#19-7701-18

The enclosed request for proposal for Brine Supply contains the following information:

- A. Notice to Proposers
- B. Specifications and Condition
- C. Proposal Endorsement
- D. Acknowledgment
- E. Conflict of Interest Questionnaire

If any of the above items are not included, you should immediately contact the Purchasing Department, City of Odessa at the mailing address above or at 411 West 8th Street, Second Floor, Odessa, Texas (telephone 432/335-3253) and request the missing information.



JoAnn Samaniego
Interim Director of Purchasing

NOTICE TO PROPOSERS

Sealed Request for Proposals addressed to the Honorable Mayor and City Council of the City of Odessa, Texas, will be received in the Office of the City Secretary, 411 W. 8th Street - 1st Floor, until 3:30 P.M., Tuesday, April 30, 2019 and then publicly acknowledged at 4:00 P.M., in City Council Chambers for furnishing the City of Odessa with the following items:

Item	Proposal No.
Brine Supply	Proposal No. #19-7701-18

Specifications and proposal forms may be obtained in the Office of the Director of Purchasing, 411 W. 8th Street - 2nd Floor, Odessa, Texas.



JoAnn Samaniego
Interim Director of Purchasing

SPECIFICATIONS AND CONDITIONS

BRINE SUPPLY

#19-7701-18

ARTICLE 1

SCOPE AND SPECIAL PROVISIONS

The Council of Odessa is accepting proposals for the 'Brine Supply' in accordance with the requirements specified herein and including all provisions set forth in the accompanying documentation.

1.1. PURPOSE AND OBJECTIVE

The City of Odessa seeks to improve the quality of life of all its citizens and water customers by employing advanced water treatment. The City has completed a raw and finished water quality evaluation and pilot study identifying microfiltration and reverse osmosis as the methods most effective in achieving improved water goals. These processes will reduce the alkalinity and mineral content improving the taste and reducing the corrosive properties of the water.

The cost of the advanced treatment systems are expected to be \$100,000,000 plus an additional \$65,000,000 in existing plant required improvements. The City is seeking the opportunity to fund the project through the marketing of the reverse osmosis brine stream. These funds will be significant to the viability of this project. Without the project, there will be no brine stream to market.

This proposal provides several options in purchasing the brine stream as outlined below. The proponent may offer on one, several or all of the options for consideration by the City. The viability of the project will bear greatly on the marketing of the brine stream, in securing funds for the construction of the project and cost of water from the source. The overall per 1,000 gallon or per barrel average value of the water and the duration of the contract will be major considerations in proposal evaluation. A gross valuation of \$10.00 per 1,000 gallons or \$0.42 per barrel is expected to be needed for project viability.

1.2. QUESTIONS AND CONTACTS

- A. Any questions concerning the technical aspects of this request for proposal prior to the proposal acknowledgment date shall be directed to:

Thomas G. Kerr, P.E., Director of Utilities, tkerr@odessa-tx.gov

- B. Any questions concerning preparation of proposals or proposal submittals prior to the proposal acknowledgment date shall be directed to:

Phillip Urrutia, Director of Purchasing, purrutia@odessa-tx.gov

NOTE: In order to ensure a fair and objective evaluation, all questions related to this request for proposal shall be addressed to the individuals identified above. Contact

with any other City employee or official is prohibited without prior written consent of the Director of Purchasing. Proposers contacting any other City officials without prior written consent risk elimination of their proposal from further consideration.

All questions about the meaning or intent of the RFP Documents are to be submitted in writing. Questions received less than 7 days prior to the Proposal date may not be answered.

Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may be issued to clarify, correct, or change the RFP Documents as deemed advisable by the City. Proposers are responsible for obtaining and reviewing addenda prior to submitting.

1.3. GENERAL CONDITIONS

- A. Proposals received after the date and time specified on the "Notice to Proposers" shall be returned unopened and will be considered void and unacceptable. The City of Odessa is not responsible for lateness of mail carrier, etc., and time/date stamp in the office of the City Secretary shall be the official time of receipt.
- B. Proposals cannot be altered or amended after closing date. Alterations made before closing must be initialed by proposer guaranteeing authenticity. Proposals may not be withdrawn after proposal closing date and proposer so agrees upon submittal of their proposal.
- C. Proposals will be received and publicly acknowledged at the location, date and time identified in the "Notice to Proposers." Proposers, their representative, and interested persons may be present. The proposals received will be publicly opened but not read aloud. Proposals shall remain valid for a period of ninety (90) days from the date & time identified in the "Notice to Proposers."
- D. By submitting a proposal, the proposer(s) certifies that he has fully read and understands the "Request for Proposal" and has full knowledge of the scope, quantity, and quality of the services to be furnished.
- E. The proposer(s) shall furnish any additional information as the City of Odessa may require. The City reserves the right to make investigation of the qualifications of the proposer as it deems appropriate.
- F. No public official or City Employee shall enter into a contract with the City that violates Local Government Code, Section 171.003.
- G. This proposal, when properly accepted by the City of Odessa, shall constitute a contract equally binding between the Successful Proposer and the City of Odessa.
- H. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract.
- I. Proposers are advised that all City contracts are subject to all legal requirements provided in the City Charter and/or applicable City ordinances, State, and Federal Statutes.

- J. Any proposal which does not contain all of the information requested in this invitation to bid will be considered as incomplete and may be rejected by the City of Odessa.

1.4. SCHEDULE OF REQUEST FOR PROPOSALS

- A. The following schedule of events that the City plans to follow in conducting this solicitation:

Event	Tentative Dates
Issuance of RFP	3/26/19
Pre-proposal Meeting #1	4/9/19
Pre-proposal Meeting #2	4/16/19
Response Due	4/30/19

Pre-Proposal Conferences will be located at the Utilities Department Conference Room on the 4th Floor of the Municipal Plaza Building at 119 W. 4th, Odessa, Texas. The time for the Pre-Proposal Meetings will be 1:30 p.m. CST.

1.5. TERM OF CONTRACT

The minimum initial term of the contract shall be five (5) years from the effective date of the Contract. Extensions may be negotiated at the full discretion of both parties.

1.6. SUBMITTALS

The following instructions describe the form in which proposals must be presented. Proposal documents must be prepared simply, economically, and provide a straight forward, concise response to the requirements of the RFP. Completeness and clarity of content must be emphasized. The requirements stated do not preclude offerors herein from furnishing additional information as deemed appropriate.

One (1) original and five (5) copies of the completed proposal must be submitted in accordance with the conditions identified in the "Notice to Proposers" along with one (1) digital copy in pdf format.

A. TRANSMITTAL LETTER

The proposal transmittal letter shall be addressed to the Director of Purchasing for the City of Odessa and shall contain the following:

- Name of individual, partnership, company or corporation submitting proposal
- City's RFP number
- Statement that all terms and conditions of the RFP and any associated addenda are understood and acknowledged by the undersigned.
- Signature(s) of representative(s) legally authorized to bind the Proposer.

B. SECTION I: COMPANY PROFILE

This section shall include a description of the company, structure, primary function(s), principal parties, and company history.

C. SECTION II: FINANCIALS

Proposals shall include three (3) years of annual financial statements for the Proposer.

D. SECTION III: CERTIFICATE OF INSURANCE

Proposer shall provide Insurance meeting the requirements of this document.

E. SECTION IV: REFERENCES

References, names, and contact information, for companies and/or parties in which the company has had a similar relationship or business activity.

F. SECTION V: PROSPECTIVE CUSTOMERS, PURCHASERS OR USERS

This section shall include a list of parties expected to have use of the waters purchased by the Proposer(s) and the use of those waters.

G. SECTION VI: METHOD OF TAKING AND DISTRIBUTING BRINE

The Proposer shall provide a detailed description of expected means of taking (receiving) brine and distribution of brine to clients or operations.

H. SECTION VIII: SCHEDULE OF IMPLEMENTATION

The Proposer shall provide a detailed schedule demonstrating the procedures and steps required to implement operations. The schedule shall be in time referenced from the final contract execution and include a projected operational start and maximum expected slip time. Schedule should include provisions for permitting, land acquisition, design, reviews and approvals, construction and startup.

I. SECTION IX: PAYMENT PROPOSAL FORMAT

• Option I:

1. Proponent will provide \$100,000,000 in advance and credited for brine volume as equivalent to the unit value proposed below.
2. Proponent will provide an overall duration of the contract under a 'take or pay' provision for the quantity hereby established.
3. Volume: 4 million gallons per day (mgd) or 95,238 barrels per day (bpd) 'take or pay'
4. Quality: Varies as described in Section 1.12
5. Shut In: City will be allotted up to 20 days per year of shut in for plant maintenance or other issues without penalty or credit in 'take or pay'.
6. Location of delivery: Brine stream will be available either at the Bob Derrington Water Reclamation Facility or City of Odessa Water Treatment Plant. All provisions for moving the water from either facility will be the responsibility of the proponent. The City does not offer pressurization or pumping facilities in this proposal.

a. Unit Value of Brine: \$_____ / 1,000 gallons

b. Duration of Contract: _____ years

- c. Total guaranteed value of proposal: \$ _____
- Option II:
 1. Proponent will provide an overall unit value and duration of the contract under a 'take or pay' provision for the quantity hereby established.
 2. Volume: 4 mgd or 95,238 bpd 'take or pay'
 3. Quality: Varies as described in Section 1.12
 4. Shut In: City will be allotted up to 20 days per year of shut in for plant maintenance or other issues without penalty or credit in 'take or pay'.
 5. Location of delivery: Brine stream will be available either at the Bob Derrington Water Reclamation Facility or City of Odessa Water Treatment Plant. All provisions for moving the water from either facility will be the responsibility of the proponent. The City does not offer pressurization or pumping facilities in this proposal.
 - a. Unit Value of Brine stream: \$ _____ / 1,000 gallons
 - b. Duration of Contract: _____ years
 - c. Total guaranteed value of proposal: \$ _____
 - d. Less Cost of Brine Source to City: \$ _____
 - (\$3.00 per 1,000 gallons for duration of contract)
 - e. Net Value of proposal: \$ _____
 - f. Net Unit Value of Brine Stream: \$ _____ / 1,000 gallons
- Option III:
 1. Proponent may provide a proposal for varied or alternate guaranteed volumes in this option.
 2. This option is to allow the proponent to offer on an amount that would be less than the 4 mgd volume.
 3. The proponent must provide a guaranteed 'take or pay' volume and period.
 - a. Unit Value of Brine: \$ _____ 1,000 gallons
 - b. Duration of Contract: _____ years
 - c. Volume at 'Take or Pay': _____ mgd
 - d. Total guaranteed value of proposal: \$ _____
- Option IV:

Alternate proposal as defined by proponent under a 'take or pay' agreement.

J. SECTION X: ADDENDA ACKNOWLEDGEMENT

The Proposer has examined and carefully studied the RFP Documents, other related data identified in the RFP Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

1.7. PROPOSAL EVALUATION

A City appointed committee will evaluate the proposals which are submitted. Interviews may be set with some or all of the proposer(s) to hear and discuss. The City may wish to negotiate certain terms with a proposer prior to final evaluation of proposals and recommendations to City Council.

Submissions will be evaluated based on the following criteria:

Overall Payment Proposal:	60%
Financial Standing:	20%
Proposed Initial Funding:	10%
Term of Contract:	5%
References:	5%

1.8. BASIS OF AWARD

- A. The City of Odessa reserves the right, at its sole discretion, to accept the proposal which it considers most favorable to the City's interest based on the evaluation criteria.
- B. The City of Odessa reserves the right to require presentations by senior management of the firm who have the authority and ability to fully answer all questions regarding their proposal.
- C. The City of Odessa reserves the right to negotiate with any or all proposers regarding their proposals.
- D. The City of Odessa reserves the right to accept or reject any and all proposals, and to waive minor informalities.
- E. The City of Odessa reserves the right to select one, several, all, or none of the Proposer(s) for contract(s) at its discretion.
- F. The City of Odessa reserves the right to establish, in rating the proposals, a ranking system for first call, second call, etc. for brine as may be most beneficial for the City in awarding to more than one Proposer.
- G. The City of Odessa reserves the right to exercise full discretion in evaluating, rating, recommending, selecting, or denying any proposal or proposals as may be deemed most beneficial for the City.
- H. CITY RETAINS THE RIGHT TO AMEND CONTRACTUAL PROVISIONS IN THE FINAL CONTRACT TO BE EXECUTED.

1.9. PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

- A. All proposals will remain subject to acceptance for 240 days from the proposal date.

1.10. PROPOSAL WITHDRAWAL

- A. No proposal may be withdrawn within a period of 240 days after the date fixed for opening proposals.

1.11. DESIGN AND CONSTRUCTION SCHEDULE

A. A tentative schedule outlining critical design and construction activities is outlined below.

Milestone	Tentative Start	Tentative Finish
Water Quality Improvements Design Phase Activities	Underway	July, 2020
Water Quality Improvements Bid Phase Activities	July, 2020	December, 2020
Water Quality Improvements Construction Phase Activities	December, 2020	December, 2023
Continuous Brine Production and Delivery	January , 2024	--

B. Water with substantially similar quality as the proposed brine may be made available as early as June 2022 if Proposer indicates a need before continuous brine production in January 2024. Proposer should indicate in his proposal if this is a term that they would like to explore and negotiate.

1.12. AVAILABILITY AND QUALITY OF BRINE

A. The projected availability and quality of brine for procurement is presented below. These projections represent anticipated ranges of brine characteristics. Brine availability and quality will vary depending on multiple factors such as influent raw water quality, membrane recovery percentage, the quantity of RO trains in operation (full plant build-out at a later date of up to 6 trains), etc.

Although the levels are expected to vary throughout the term of the contract, it is expected that normal conditions will lie in between the following low and high end ranges.

	Low End	High End
Hardness, as CaCO ₃ mg/L	733	3298
Ca ²⁺ mg/L	166	745
Mg ²⁺ mg/L	78	350
Na ⁺ mg/L	287	1358
K ⁺ mg/L	19.7	98.3
NH ₄ mg/L	0.5	2.0
Ba ²⁺ mg/L	0.1	0.4
CO ₃ ²⁻ mg/L	0.5	6.0
HCO ₃ ⁻ mg/L	251	801
SO ₄ mg/L	549	2149
Cl ⁻ mg/L	427	2451

F ⁻ mg/L	0.5	5.4
NO ₃ ⁻ mg/L	5.7	32.3
SiO ₂ mg/L	9.9	34.8
B ³⁺ mg/L	0.1	0.1
CO ₂ mg/L	14.5	18.2
TDS mg/L	1794	8034
pH	7.47	7.81
Flow per RO Train (gpm)	1388	692
Pressure at Delivery Point(s)	Atmospheric	Atmospheric

Projections based on Hydranautics RO model simulations. Single pass, dual stage RO orientation with inter-stage boost.

The City of Odessa plans to run the RO system on a regular basis, but occasional downtime will be experienced for regular maintenance activities at the water treatment plant and the conveyance pipeline.

1.13. DELIVERY AND DELIVERY POINT

A. The City operates a water treatment plant with a maximum potable water treatment capacity of 55 mgd. The Water Quality Improvements project intends to augment the treatment process through a combination of micro/ultra-filtration and reverse osmosis. The reverse osmosis system will produce up to 4 mgd of concentrate (brine) after the initial construction phase, which may be of interest to industrial users. This brine will be conveyed from the water treatment plant to a newly constructed storage tank located at the Bob Derrington Water Reclamation Plant (9600 South County Road 1325, Odessa, TX) via a new pipeline (tentatively 18-inch diameter FRP or 22-inch diameter HDPE).

Appendix A provides a general location of the Bob Derrington Water Reclamation Plant in relation to the rest of Odessa, TX, as well as an aerial photograph showing a preliminary location for the new storage tank.

B. The City will allow each Successful Proposer a single outlet on the new tank for the acceptance of brine for industrial use.

C. Each Successful Proposer shall design and install, at their own expense, a pumping/meter station to accept brine. The station will be owned and operated by the City, and shall include:

1. A suction line from a new brine tank (tank to be furnished by the City)
2. Isolation valve at the tank
3. Isolation valve(s) upstream of pump(s)
4. Pump(s) of adequate quantity and size to convey the agreed upon amount of brine offsite for industrial use.
5. A check valve on the discharge side of each pump to prevent backflow and protect equipment from transient (surge) events

6. A remote operated, actuated flow control/isolation valve on the discharge side of each pump
7. Full-body magnetic flow meter
8. Isolation valve
9. Supplemental piping and fittings to achieve proper hydraulics for accurate meter readings and to facilitate equipment operation/maintenance
10. All accessories, supports, access ways, vaults, power/signal conduits, instrumentation, and controls for a complete and operational installation

The Delivery Point will be defined as the isolation valve immediately downstream of the magnetic flow meter at the pumping/meter station. Ownership of the brine will transfer at that point from the City of Odessa to the Successful Proposer(s).

Appendix B provides a conceptual process flow diagram (PFD) for the new pumping/meter station. Actual, constructed, station(s) may vary.

1.14. BILLING AND PAYMENT

The City will register and record meter readings on a monthly basis. The City will bill, and the Successful Proposer(s) shall pay monthly in accordance with the rates as proposed, negotiated and mutually agreed under contract. Successful Proposer(s) will be allowed access to the meter or readings for verification of measured usage.

1.15. CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person conducting business or wishing to conduct business with a City, complete a "Conflict of Interest Questionnaire". By law, this questionnaire must be filed with the City Secretary for the City of Odessa. A person commits an offense if the person violates Section 176.006, Local Government Code. An offence under this section is a Class C misdemeanor. The conflict of interest questionnaire may be found on the Purchasing Department's website, www.odessa-tx.gov.

1.16. INSURANCE

The Successful Proposer(s) shall procure and carry, at its sole cost and expense, insurance protection as specified. Insurance shall be carried with an insurance company licensed to transact business within the State of Texas and shall name the City of Odessa as additional insured. The public liability insurance shall provide for a limit of not less than \$5,000,000 per occurrence for all damages arising out of bodily injuries to or death of one or more persons, as well as, all property damage arising from or connected with any such bodily injury or death. The City of Odessa shall be listed as an additional insured on this policy. The agency agrees to submit to the City of Odessa adequate evidence of compliance with the insurance requirements prior to the execution of the Contract. Agency shall indemnify and held harmless the City of Odessa from all claims arising from the contract. Agency waives any right of subrogation against the City, its officers or employees. Policies shall insure in the following amounts:

- A. Comprehensive General Liability:
 - 1. General Aggregate: \$5,000,000
 - 2. Personal Injury: \$5,000,000
 - 3. Each Occurrence (Bodily Injury and Property Damage): \$5,000,000
- B. Automobile Liability, including Hired and Non-Owned Autos: \$5,000,000
- C. Worker's Compensation Coverage as required by Texas State Law.

ARTICLE 2

ANTICIPATED CONTRACTUAL TERMS

- 2.1. **Venue:** The obligations of the parties to this Contract are performable in Ector County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Ector County, Texas.
- 2.2. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.
- 2.3. **Legal Construction:** In case 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 thereof, and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.
- 2.4. **Assignment:** This contract cannot be assigned without the prior written consent of the other party.
- 2.5. **Captions:** The captions to the various clauses of this Contract are for informational purposes only and shall not alter the substance of the terms and conditions of this Contract.
- 2.6. **Successors and Assigns:** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this Contract, their assigns.
- 2.7. **Non-Discriminatory Policy:** Contractor agrees that as to all of its programs and activities conducted on the subject premises, it shall comply fully with all Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, national origin, sex or by reason of being handicapped.
- 2.8. **Compliance with Applicable Laws:** The contract is subject to all legal requirements in the City Charter and other laws, state and federal laws, regulations orders and rules of the State, County, City and all other governmental agencies. Company agrees to obtain and bear the expense of any required permit or license.
- 2.9. **Entire Agreement:** This Contract including the specifications, conditions and proposal which embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to

matters in this contract, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Contract. The award and contract forms shall be approved or executed by seller.

- 2.10. **Force Majeure:** Neither City nor Company shall be required to perform any term, condition or covenant in this agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, civil riots, floods and any other cause not reasonably within the control of City or Company except as herein provided, and which by the exercise of due diligence City or Company is unable, wholly or in part, to prevent or overcome.
- 2.11. **Remedies:** The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract including the right of specific performance and offset.
- 2.12. **Attorney Fees:** In the event that either the City or the company or both shall file or otherwise commence any legal action or proceeding against the other relating to this contract including, but not limited to, a declaratory judgement action under state or federal law, the parties hereby agree to waive any and all rights to recover attorney fees, to which the prevailing party might otherwise be entitled.
- 2.13. **Non-Waiver:** Approval of City shall not constitute nor be deemed a release of the responsibility and liability of Company, its employees, agents or associates under the Contract nor shall approval be deemed to be the assumption of such responsibility by City.
- 2.14. **Permits and Licenses:** Proposer(s) will maintain in effect during the term of this Agreement any and all Federal, State and/or local licenses and permits which may be applicable.

ARTICLE 3

CONTRACTUAL PROVISIONS

- 3.1. TCEQ Permitting: The Successful Proposer(s) will be fully responsible to develop any and all permits, permit modifications or permit amendments required for TCEQ approval to implement use and operations of the purchased brine with full regulatory approval. The Successful Proposer(s) will develop the permit submittals to the satisfaction of the City and the City will submit to the TCEQ for review and approval. All expenses will be at the cost of the Successful Proposer(s).
- 3.2. System Design: The Successful Proposer(s) will be fully responsible for the design of the Metering Station under the seal of a Professional Engineer Licensed in the State of Texas. The design shall be submitted to the City Utilities Department for review and meet the full satisfaction of the City prior to commencing any work. All costs shall be at the full expense of the Successful Proposer(s).
- 3.3. Land Acquisition: The Successful Proposer(s) is fully responsible to acquire any lands needed to accommodate the system design and any facilities required for the Successful Proposer(s) receiving and distributing waters under this contract. All costs shall be at the full expense of the Successful Proposer(s).
- 3.4. System Construction and Installation: The Successful Proposer(s) is fully responsible for contract, installation, and construction of the System. The City will have authority to review and inspect work activities up to and through the backflow prevention assembly. This work will be completed to the full satisfaction of the City. The Successful Proposer(s) will be responsible for all associated expenses.
- 3.5. Indemnification: The Successful Proposer(s) shall defend, indemnify, and hold the City of Odessa, its directors, officers, employees, agents, affiliates, subcontractors, and customers harmless against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to, or result from any act or omission of resulting in the unforeseen failure to produce or deliver continuous brine to the Delivery Point.
- 3.6. Project Management: The Successful Proposer(s) shall designate a Project Manager with the authority to represent the Successful Proposer(s) during the scope of the project to coordinate with the City and ensure compliance with all contract stipulations.
- 3.7. Startup and Implementation: The Successful Proposer(s) will be fully responsible for startup, testing, adjustment, and full implementation of the System. The Project Manager will coordinate all activities, testing, and equipment training with the City and all other vendors for a successful implementation of system operations. All expenses will be the full responsibility of the Successful Proposer(s).

- 3.8. Delivery Operation and Coordination: The Successful Proposer(s) and City shall designate individual(s) and position(s) responsible for the coordination of all uses of the System. The Successful Proposer(s) is responsible to develop a protocol for making requests, confirmation of delivery, monitoring, problem coordination, emergency shutdown, and emergency coordination procedures satisfactory to the City.
- 3.9. Additional Costs: The Successful Proposer(s) shall be responsible and City may pass through costs for:
- A. Administrative or statutory fee or other regulatory or governmental requirement imposed beyond control of the City.
 - B. Non-recurring and reasonable charges billed to or incurred by the City as a result of maintaining, repairing, or servicing the Meter Station.
- 3.10. Termination: The City of Odessa shall have the right to terminate this Contract for cause after providing fourteen (14) days prior written notice to Proposer(s) when Proposer(s) fails to correct its deficiencies to the satisfaction of the City within such fourteen (14) day period. The City of Odessa may terminate this contract for any reason with thirty (30) days prior written notice.

The Contract may be suspended immediately on written notice from the City for any good cause, among others of which special reference is made to the following:

- A. Failure of the Proposer(s) to begin taking water within sixty (60) calendar days of the date brine or water of the same quality as brine is made available.
- B. Reasonable belief that the progress made by the Proposer(s) is insufficient to complete the work within the specified time.
- C. Reasonable belief that the Proposer(s) has abandoned the use of brine.
- D. Reasonable belief that the Proposer(s) has become insolvent or bankrupt, or otherwise financially unable to compensate for the use of brine.
- E. Deliberate failure on the part of the Proposer(s) to observe any requirements of these specifications or to comply with any written orders given by the City as authorized herein.
- F. Failure of the Proposer(s) to promptly make good any defects in materials, services or workmanship, or any defects of any nature, the correction of which has been directed in writing by the City.
- G. Reasonable belief of collusion for the purpose of illegally procuring a Contract or perpetrating fraud on the City.

PROPOSAL ENDORSEMENT BRINE SUPPLY

#19-7701-18

Date: _____

To: The Honorable Mayor and City Council
City of Odessa
P.O. Box 4398
Odessa, Texas 79760-4398

Gentlemen:

I certify that the proposal offered meets all of the requirements of the proposal specifications and I hereby accept the provisions as described herein.

Respectfully submitted,

Company

Authorized Signature

Print or Type Signer's Name and Title

Address

City State Zip

Telephone Number

ACKNOWLEDGMENT

BRINE SUPPLY

#19-7701-18

THE STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned, on this day personally appeared, known to me to be the person and office whose is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said _____, a corporation, and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of _____, A.D., 2019.

Notary Public in and for the State of _____

The City of Odessa does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of service.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

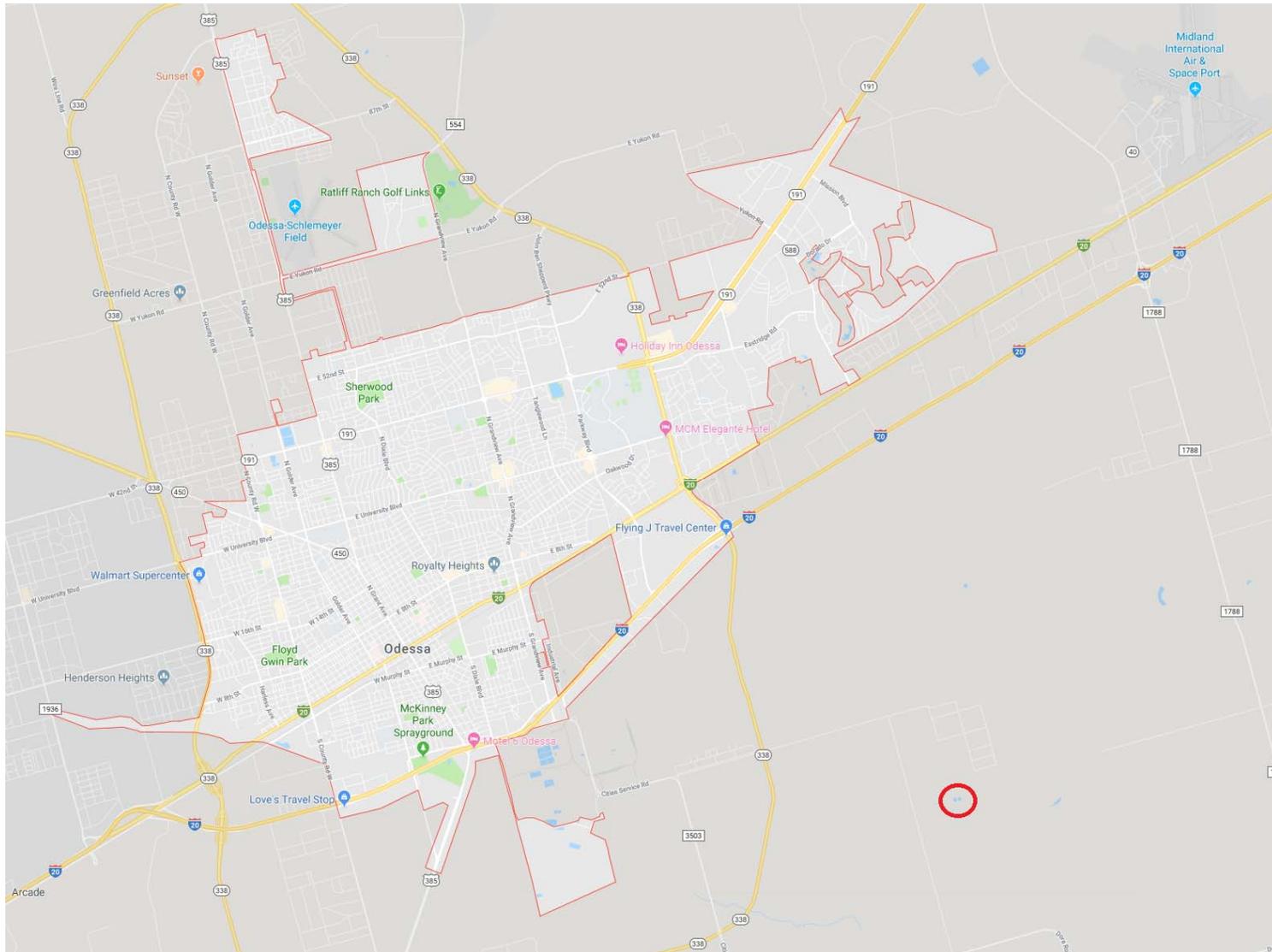
6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

APPENDIX A
BOB DERRINGTON WATER RECLAMATION PLANT



Location of the Bob Derrington Water Reclamation Plant
9600 South County Road 1325, Odessa, TX



Aerial photograph of the Bob Derrington Water Reclamation Plant and approximate location of brine discharge tank

APPENDIX B

CONCEPTUAL PROCESS FLOW DIAGRAM FOR PUMPING/METERING STATION

