

REQUEST FOR BID CITY OF SAN ANGELO

WATER UTILITIES LIQUID SODIUM HYPOCHLORITE

RFB No. WU-05-14



City of San Angelo
72 West College Avenue
San Angelo, Texas 76903

Submittal Deadline

JUNE 25, 2014 / 2:00 PM, LOCAL TIME

TABLE OF CONTENTS

This Table of Contents is intended as an aid and not as a comprehensive listing of the proposal package. Bidders are responsible for reading the entire proposal package and complying with all specifications.

Section	Page
1. INTRODUCTION	1
1.1. GENERAL	1
1.2. DOCUMENT AVAILABILITY	1
1.3. DIGITAL FORMAT	1
1.4. REQUIRED RESPONSE	1
1.5. NO BID INSTRUCTIONS	1
1.6. ADDENDA	1
1.7. INTERPRETATIONS	1
1.8. CONFIDENTIALITY	1
1.9. AWARD OF CONTRACT	1
1.10. ACCEPTANCE OF PROPOSAL CONTENT	2
1.11. COPIES OF BID TABULATION RESULTS	2
2. DEADLINE AND DELIVERY LOCATION	3
2.1. DEADLINE	3
2.2. COPIES	3
2.3. SEALED ENVELOPE FORMATTING	3
2.4. DELIVERY ENVELOPE FORMATTING	3
2.5. DELIVERY ADDRESSES	3
2.6. POINTS OF CONTACT	3
3. INSTRUCTIONS TO BIDDERS	5
3.1. PROPOSAL/BID INTERPRETATION	5
3.2. SPECIFICATIONS	5
3.3. SUBSTITUTIONS	5
3.4. MATERIALS	5
3.5. CORRECTIONS, ADDITIONS, OR DELETIONS	5
3.6. BID ITEMS	5
3.7. TAXES	5
3.8. AUTHORIZED SIGNATURE	5
3.9. MODIFICATION OR WITHDRAWAL OF BIDS	5
3.10. PRICES	6
3.11. DELIVERY DATE	6
3.12. DEFAULT IN DELIVERY	6
3.13. DELIVERY TIMES	6
3.14. NEW VENDOR REQUIREMENTS	6
3.15. BIDDERS QUALIFICATIONS	6
3.16. EVALUATION FACTORS	6
3.17. DISQUALIFICATION	7
3.18. PARTIAL AWARD	7
3.19. RESERVATIONS	7
3.20. SUBMISSION OF BIDS	8
3.21. CLOSING TIME & DATE	8
3.22. LATE BIDS	8
3.23. ACCEPTANCE	8

4.	TERMS AND CONDITIONS	9
4.1.	SELLER To PACKAGE GOODS	9
4.2.	SHIPMENT UNDER RESERVATION PROHIBITED	9
4.3.	TITLE & RISK OF LOSS	9
4.4.	DELIVERY TERMS AND TRANSPORTATION CHARGES	9
4.5.	NO REPLACEMENT OF DEFECTIVE TENDER	9
4.6.	PLACE OF DELIVERY	9
4.7.	INVOICES & PAYMENTS	9
4.8.	GRATUITIES	10
4.9.	SPECIAL TOOLS & TEST EQUIPMENT	10
4.10.	WARRANTY-PRICE	10
4.11.	WARRANTY-PRODUCT	10
4.12.	SAFETY WARRANTY	10
4.13.	NO WARRANTY BY CITY AGAINST INFRINGEMENTS	10
4.14.	RIGHT OF INSPECTION	10
4.15.	CANCELLATION	10
4.16.	TERMINATION	11
4.17.	FORCE MAJEURE	11
4.18.	ASSIGNMENT-DELEGATION	11
4.20.	MODIFICATIONS	11
4.21.	INTERPRETATION-PAROL EVIDENCE	11
4.22.	APPLICABLE LAW	11
4.24.	RIGHT To ASSURANCE	11
4.25.	EQUAL EMPLOYMENT OPPORTUNITY	11
4.26.	CONFLICT OF INTEREST	12
4.27.	LEGAL VENUE	12
4.28.	FUNDS – PRICE	12
4.29.	CLAIMS FOR OVERCHARGES	12
4.30.	PIGGY-BACK PROCUREMENTS	12
4.31.	ESCALATION	12
4.32.	TERMS	12
5.	INSURANCE REQUIREMENTS	13
6.	SPECIFICATIONS	17
6.1.	SCOPE OF CONTRACT:	17
6.2.	GENERAL REQUIREMENTS	17
6.3.	REJECTION:	17
6.4.	AVAILABILITY:	18
6.5.	DELIVERY REQUIREMENTS AND LOCATIONS:	18
6.6.	QUALITY CONTROL AND TESTING:	18
6.8.	PRODUCT TO BE BID:	19
7.	BID FORMS	21
	BID SHEET	23
	ADDENDUM ACKNOWLEDGEMENT	25
	DISCLOSURE OF CERTAIN RELATIONSHIPS	27
	LOCAL PREFERENCE CONSIDERATION	31
	LOCAL PREFERENCE CONSIDERATION APPLICATION	33
	VENDOR COMPLIANCE WITH RECIPROCITY ON NON-RESIDENT BIDDERS	35
	DEBARMENT AND SUSPENSION CERTIFICATION	39
	NO BID REPLY FORM	41



1. INTRODUCTION

1.1. General

The City of San Angelo Water Reclamation Facility is seeking bids for the purchase of Liquid Sodium Hypochlorite for use in disinfecting the treated effluent for a period of one to four years. The plant utilizes approximately **70,000 gallons** per year. The Term of Contract Awards will be for a period of one (1) year with an option for three (3) additional one year terms.

1.2. Document Availability

Bid Documents are available in the Purchasing Division or may be downloaded at the City's website at www.cosatx.us. To locate the documents on the website go to:

- Bid Information > RFB: WU-05-14 / Liquid Sodium Hypochlorite

1.3. Digital Format

If Respondents obtained the bid specifications in digital format in order to prepare a bid, **the bid must be submitted in hard** copy according to the instructions contained in this bid package. If, in its bid response, Respondent makes any changes whatsoever to the published bid specifications, the bid specification **as published** shall control. Furthermore, if an alteration of any kind to the bid specification is discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation without recourse.

1.4. Required Response

The City requires a response to any solicitations mailed to potential bidders. Should a company receive an solicitation, but choose not to bid on the project, then in order to remain on the City of San Angelo's Potential Bidders List you must submit a "No Bid".

1.5. No Bid Reply Form

If for any reason, you are not submitting a bid/proposal, please complete the NO REPLY form, located in the Bid Forms section, and return the form to us either by mail or by email to sapurch@cosatx.us in order to remain in our vendor database.

1.6. Addenda

Should specifications be revised prior to the deadline for submittals, the City's Purchasing Department will issue an addendum addressing the nature of the change. Respondents must **sign the Addenda and include it in the returned bid or proposal package**. Addenda will be posted on the City's website and mailed to the bidder's list. All Bidders are responsible for contacting the City or checking the City's website to determine if any addendums have been issued.

1.7. Interpretations

All questions about the meaning or intent of the Contract Documents, including specifications shall be submitted to Owner in writing. Replies will be issued by Addenda mailed, faxed, emailed, or delivered to all parties recorded by Owner as having received the bid documents. Questions received less than seven (7) days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral interpretations or clarifications will be without legal effect.

1.8. Confidentiality

All bids submitted shall remain confidential. After award, bids/proposals will be made available for public inspection. The City shall not be responsible for the confidentiality of any trade secrets or other information contained or disclosed in the proposal unless clearly identified as such.

1.9. Award of Contract

The City reserves the right to accept or reject any or all bids/proposals, and to waive any informalities or irregularities in the solicitation process. The City is an equal opportunity employer.

1.10. Acceptance of Proposal Content

Before submitting a Bid, each Bidder shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which the Bid will rely. If the Bidder receives an award, failure to have made such investigation and examinations will in no way relieve the Bidder from his obligation to comply in every detail with all provisions and requirements.

1.11. Copies Of Bid Tabulation Results

For a copy of the Bid Tabulation results, send a self-addressed stamped envelope to: City of San Angelo, Purchasing Department, 72 West College Avenue, Suite 330, San Angelo, Texas 76903. Bids Tabs can also be downloaded from the City website.



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219 or 657-4220

2. DEADLINE AND DELIVERY LOCATION

2.1. Deadline

Sealed Request for Bids (RFB) submittals must be received and time stamped, **June 25, 2014, 2:00 PM, Local Time**. The clock located in Purchasing will be the official time.

2.2. Copies

Submit one (1) original (Binder Clips are acceptable), one (1) electronic copy (USB Drive, CD, etc) and two (2) bound copy of your bid. (Staples and binder clips are acceptable).

2.3. Sealed Envelope Formatting

Mark Sealed Bid Envelope: **"RFB: WU-05-14 / Liquid Sodium Hypochlorite"**

2.4. Delivery Envelope Formatting

Mark delivery envelope **"Sealed Bid Enclosed"**

2.5 Delivery Addresses

USPS: (EXPRESS MAIL IS DISCOURAGED DUE TO SIGNATURE REQUIREMENT)

City of San Angelo
Purchasing Department
RFB: WU-05-14 / Liquid Sodium Hypochlorite
72 West College Avenue, Suite 330
San Angelo, Texas 76903

Delivery Services:

City of San Angelo
Purchasing Department
RFB: WU-05-14 / Liquid Sodium Hypochlorite
72 West College Avenue, Suite 330
San Angelo, Texas 76903

Faxed or electronically transmitted bids will not be accepted

2.6 Points Of Contact

Purchasing Contact:

Darlene M. Luna, Purchasing Specialist
Purchasing Department
City of San Angelo
72 West College Avenue, Suite 330
San Angelo Texas, 76903
Email: darlene.luna@cosatx.us
Telephone: (325) 657-4219

Administrator of Contract:

Abel Morales, Superintendent
Water Reclamation
City of San Angelo
1898 City Farm Road
San Angelo Texas, 76905
Email: abel.morales@cosatx.us
Telephone: (325) 655-3129

It is the sole responsibility of the bidder to ensure that the sealed RFB submittal arrives at the above location by the specified deadline regardless of method chosen by the firm for delivery.

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CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219 or 657-4220

3. INSTRUCTIONS TO BIDDERS

3.1. Proposal/Bid Interpretation

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, drawings, specifications, etc. must be requested in writing seven (7) days prior to the deadline to the **Purchasing Department, City of San Angelo, 72 West College Avenue, San Angelo, TX 76903** to allow sufficient time for evaluation and reply to all prospective bidders before the submission of their bids. The bid invitation number must appear on all correspondence, inquiries, etc. pertaining to the invitation. Oral explanations or instructions given before the award of the contract are not binding and do not form a part of or alter in any way, the written agreement.

3.2. Specifications

The specifications herein shall be the basis of comparison and where a definite item is specified it is not the intention to discriminate against any product made by another manufacturer, but rather, the intention is to set a definite standard, style, and function. Bidders are required to quote equipment that will meet or exceed the minimum or maximum specifications herein.

3.3. Substitutions

It is the intention of the City of San Angelo to purchase products similar or equal to that specified. **Variation from the specification must be noted in bid by bidder. Absence of noted variations will be interpreted to mean that the item quoted is in exact accordance with the specification.** Each bidder, if not bidding on specified equipment, is required to furnish with his bid, a complete detailed description, and specifications of each item upon which he is bidding, supported by the manufacturer's catalog, photographs, guarantee, complete name, and any other pertinent information. An "or equal" item must reflect the general appearance, design, dimensions, or color of the item specified. Samples, if required, shall be furnished free of expense to the City. Samples not used or destroyed in examination and testing will be returned to the bidder, if requested, at the bidder's expense. Each sample must be marked with Bidder's name, address, and Bid Number reference. Approval of substitute "or equal" items remains with the City and in all cases is final. In the event an item is not accepted as an "or equal", the City may allow the vendor to supply the remaining items meeting specifications at the bid price.

3.4. Materials

The bidder certifies all materials, parts and equipment supplied or represented in response to this solicitation shall be new and unused, unless noted elsewhere in this solicitation.

3.5. Corrections, Additions, Or Deletions

Corrections, additions, or deletions to any portion of the invitation will be in the form of a written amendment or addendum.

3.6. Bid Items

Bidders are expected to examine all specifications, drawings, standard provisions, and instructions. FAILURE to do so will be at the bidder's risk. Bids are to be submitted on each item and total extended, however more than one bid may be submitted on products meeting the specifications.

3.7. Taxes

All quotations are to be submitted less Federal Excise and State of Texas Sales Taxes. Tax exemption certificates will be executed upon request.

3.8. Authorized Signature

Bids must show vendor name, address, and be manually signed. The person signing the bid must have authority to bind his firm in a contract. Any erasures or other changes must be initialed by the person signing the offer.

3.9. Modification Or Withdrawal Of Bids

Bid pricing **CANNOT** be altered or amended after the closing time. Bids may be modified or withdrawn prior to the closing hour and date by written notice to the Purchasing Department. A bid may also be withdrawn in person by a bidder or his authorized agent, provided his identity is made known and he signs a receipt for the bid. No bid may be withdrawn after the closing time and date without acceptable reason in writing and with approval of the Purchasing Department.

3.10. Prices

Bidder is to quote its lowest and best price, Free On Board (F.O.B.) destination, freight prepaid on each item, to shipping location in San Angelo, Texas unless otherwise specified in the Request for Bid. Pricing shall include packaging, transportation, unloading, and any trade and cash discounts, which may be taken, if earned. Bids must be firm, however if a bidder believes it necessary to base its price on price adjustment, such a bid may be considered, but only as an alternate bid. Pricing is to be submitted on units of quantity specified with extended totals; however, in the event of a discrepancy in extension total, the unit prices shall govern and will be binding for the purposes of this Bid. Pricing shall be entered on the Bid Sheet in ink or typewritten.

3.11. Delivery Date

Bid must show the number of calendar days required to place the materials at the place of destination under normal conditions. Failure to specify delivery date or state unrealistically short or long delivery dates may cause the bid to be disregarded. "TIME IS OF THE ESSENCE FOR DELIVERY" section of the specifications shall govern the delivery date(s), if such section is included within the specifications.

3.12. Default In Delivery

The vendor must keep the Contract Administrator advised at all times as to the status of the delivery, including when a status is requested by the City. When delivery delay can be foreseen, the vendor shall give prior notice to the Contract Administrator, who shall have the right to extend the delivery date if reasons for delay are reasonable and acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications without remedy shall cause the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting vendor. This does not limit any other remedies to the City for damage entitled under the Uniform Commercial Code.

3.13. Delivery Times

Deliveries will be accepted only during Water Production working hours, i.e.; **7:00 a.m. to 3:00 p.m.**, Monday thru Friday, unless prior arrangements have been made. For large orders, 24 hours notice to the Receiving Department is required to eliminate delays in delivery.

3.14. New Vendor Requirements

By definition, a new vendor is a vendor who has not supplied water treatment chemicals to the City within three (3) years of the dates these bids are due. New Vendors shall submit references from at least three (3) local municipality or water plants of similar size and usage as San Angelo. References shall include a contact person (s) with telephone number or letter of performance, which certifies the quality of bidder's chemical and promptness of delivery. If no references are available, then reasons for non-compliance to this requirement shall be submitted.

3.15. Bidders Qualifications

The City may make such inquiries as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish the City with all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

3.16. Evaluation Factors

The City will award purchase orders and/or contracts to the lowest and best responsible bidder which represents the most advantageous bid to the City, price, and other factors considered. In determining the most advantageous bid or proposal, the factors below may be considered:

In evaluating Bids, the Owner shall consider the Criteria for determining Lowest Responsible Bidder adopted by the City Council and included herein, and may reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

"Lowest Responsible Bidder" is defined as: one who submits the lowest bid and who has proven themselves capable of performing a contract and appears financially and technically capable of adequately performing the contract.

In determining the lowest responsible bidder, the following criteria will be considered.

1. Was the bid received within the time and date specified in the Request for Bid (RFB)?
2. Was the bid executed by a person authorized to sign for the company?
3. Was pricing provided as requested in the Request for Bids?

4. Does the bid meet the minimum specifications?
5. Does the delivery date match the Bid Delivery requirement?
6. Does the bidder and bidder's subcontractors have adequate experience and technical experience to successfully fulfill the contract requirements?
7. Did the bidder provide a list of references to include company or individual name(s), contact person(s), phone number(s)?
8. Did the bidder provide a list of projects of similar size and dollar amount(s) as this project?
9. What is the bidder's quality and performance on previous contracts?
10. Is the bidder on the federal, state, or other department lists?
11. Has the bidder been terminated from a project for non-compliance or substandard work?
12. Does the bidder have the financial resources to provide the necessary equipment, materials, labor, etc., to successfully complete the project?
13. Can the bidder provide a performance and payment bond in an amount equal to the total amount of the project?
14. Does the bidder have a permanent place of business?
15. Does the bidder have a satisfactory safety record?
16. Does the bidder have adequate staff available to complete the project within the period specified?
17. Can the bidder provide the required insurance coverage as specified?
18. Does the bidder have a satisfactory work history with the City?
19. Has the bidder or bidder's subcontractors been convicted of any criminal acts?

3.17. Disqualification

The bidder may be disqualified for any of the following reasons:

- The bidder is involved in any litigation against the City of San Angelo;
- The bidder is in arrears on any existing contract or has defaulted on a previous contract with the City;
- The bidder is debarred, suspended, or otherwise excluded from or ineligible for participation in State or Federal assistance programs;
- The respondent has failed to meet performance requirements in previous contracts with the City of San Angelo.

3.18. Partial Award

Bidders may furnish pricing for all or any portion of the bid invitation. UNLESS bidder specifies otherwise in his bid, the City may award contracts for any item or group of items listed.

3.19. Reservations

The City expressly reserves the right to accept, reject, or cancel all bids AND:

Waive any defect, irregularity, or informality in any bid or bidding procedure.

Extend the bid closing time and date.

Reissue a bid invitation or proposal.

Procure any item by other means.

Increase or decrease the quantity specified, unless the bidder specifies otherwise.

Waive as an informality, minor deviations from specifications at a lower price than the low bid meeting all aspects of the specifications and consider it, if it is determined that total cost is lower and overall function is improved or not impaired.

Consider and accept an alternate bid as provided herein when most advantageous to the City.

Extend any contract when most advantageous to the City.

The City reserves the right to award multiple contracts based on low bids for individual items or groups of similar items.

3.20. Submission Of Bids

Sealed bids are to be returned by the closing time and date stated in the Deadlines and Delivery Options Section. Faxed bids will not be accepted.

3.21. Closing Time & Date

All bids must be returned in sufficient time to be received in the Purchasing Department on or before the advertised closing date and time.

3.22. Late Bids

Bids received after the advertised closing time and date regardless of the mode of delivery, will be refused and returned unopened.

3.23. Acceptance

Acceptance of bidder's offer will be in the form of a purchase order or contract. Notice for annual contract agreements will be a notice of award, purchase order, or contract.



4. TERMS AND CONDITIONS

4.1. Seller To Package Goods

The seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows:

- A. Seller's name and address.
- B. Consignee's name and address
- C. Purchase Order or purchase release number, and the supply agreement number if applicable.
- D. Container number and total number of containers, e.g., box 1 of 4 boxes.
- E. The number of the container bearing the packing slip. Seller shall pay cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to the requirements of common carriers and any applicable specifications. City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4.2. Shipment Under Reservation Prohibited

Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

4.3. Title & Risk Of Loss

The title and risk of loss of the goods shall not pass to City until the City actually receives and takes possession of the goods, if any, at the point or points of delivery.

4.4. Delivery Terms And Transportation Charges

F.O.B. Destination. Freight prepaid unless delivery terms are specified in Seller's bid, or actual costs, whichever is lower. If the quoted delivery terms do not include transportation costs, the City shall reimburse Contractor for transportation costs in the amount specified in Contractor's bid, or actual costs, whichever is lower. If transportation costs are based on actual costs, a copy of the freight bill showing actual charges for the shipment must be attached to the invoice. The City shall have the right to designate what method of transportation shall be used to ship the goods. Delivery may be a consideration in the award when shown to be a benefit to the City.

4.5. No Replacement Of Defective Tender

Every tender or delivery of goods must fully comply with all provisions of this contract as to the method and place of delivery, quality and the like. If a tender is made which does not fully conform, this will constitute a breach and Seller will not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify City of his intention to cure and may then make a conforming tender within the contract time.

4.6. Place Of Delivery

The place of delivery shall be that set forth in the block of the purchase order entitled "Receiving Agency". The terms of this agreement are "no arrival, no sale".

4.7. Invoices & Payments

Seller shall submit separate invoices, in duplicate, on each purchase order or purchase release after or at the time of each delivery. Invoices MUST indicate the purchase order and the supply agreement number, if applicable. Invoices shall be itemized and they shall list transportation charges, if any, separately. A copy of the bill of lading, and the freight waybill, when applicable, should be attached to the invoice. Payment shall not be due until the above instruments are submitted on or after delivery. If invoices are not included in the delivery package then they should be mailed to the ordering department.

Payment may be withheld by City, at the discretion of the City, to Seller until all required documents pertaining to the sale are received by the City.

City's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by City.

Do not include Federal Excise, State, or City Sales Tax.

4.8. Gratuities

The City may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by City that gratuities were offered from an agent or representative of the Seller to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations in respect to the performing of such contract. In the event this contract is canceled by City, remedies to recover or withhold the amount of the cost shall be incurred by Seller in providing such gratuities.

4.9. Special Tools & Test Equipment

If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any drawings or related documents thereto shall become the property of the City and to the extent feasible shall be identified by the Seller as such.

4.10. Warranty-Price

The price or charge to be paid by the City shall be that contained in Seller's bid which Seller warrants to be no higher than seller's current prices or charges on orders by others for products or services of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices or charges of the items shall be reduced to the Seller's current prices or charges on orders by others, or in the alternative, reduced to the Seller's current prices on orders by others, or in the alternative, City may cancel this contract without liability to seller for breach or Seller's actual expense.

The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of the warranty, the City shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

4.11. Warranty-Product

Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the City. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions.

4.12. Safety Warranty

Seller warrants that the product sold to City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by City will be at Seller's expense.

4.13. No Warranty By City Against Infringements

As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. City makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall City be liable to Seller for indemnification in the event that seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify City to this effect in writing within two weeks after the signing of the agreement. If City does not receive notice and a claim of infringement is made, Seller will indemnify, defend, and hold harmless City, its Council members, officials, agents, consultants, and employees free and harmless from and against any and all claims, suits, judgments, costs, penalties, fines, damages, and attorneys' fees and expenses asserted by any person or persons. If Seller, in good faith, ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be void.

4.14. Right Of Inspection

City shall have the right to inspect the goods at delivery before accepting them. Acceptance of the goods upon delivery should in no way constitute a waiver of any right or privilege contained with this contract or under law.

4.15. Cancellation

City shall have the right to cancel for default all or any part of the undelivered portion of the order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which City may have in law or equity.

4.16. Termination

Performance under this contract may be terminated in whole, or in part by the City in accordance with this provision. Termination performance hereunder shall be effected by the delivery to seller of a "Notice of Termination" specifying the extent to which performance under this contract is terminated and the date upon which such termination becomes effective.

4.17. Force Majeure

Neither party shall be held responsible for losses resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, which by the exercise of reasonable diligence said party is unable to prevent.

4.18. Assignment-Delegation

No right or interest in the contract shall be assigned nor shall any delegation of any obligation made by Seller be valid without the written permission of the City. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

4.19. Waiver

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

4.20. Modifications

This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

4.21. Interpretation-Parol Evidence

This writing is intended by the parties as a final expression of their agreement and is intended as a complete agreement for dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the agreement, the definition contained in the Code is to control.

4.22. Applicable Law

This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

4.23. Advertising

Seller shall not advertise or publish, without City's prior consent, the fact that City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or Local government.

4.24. Right To Assurance

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

4.25. Equal Employment Opportunity

Seller agrees that during the performance of its contract it will:

Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.

Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Seller shall be advised of any complaints filed with the City alleging that Seller is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included; however, the Seller is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.

4.26. Conflict Of Interest

Seller agrees to comply with the conflict of interest provisions of the City Of San Angelo Charter and Code of Ordinances. Seller agrees to maintain current, updated disclosure of information on file with the Purchasing Dept. throughout the term of the contract.

4.27. Legal Venue

San Angelo, Tom Green County, Texas

4.28. Funds – Price

The seller submitting the lowest and best bid for each item will establish a price agreement with the City. The item(s) ordered will be selected based on the availability of funds, needs of each user, price, delivery, and best value to the City.

4.29. Claims For Overcharges

Seller hereby assigns to City any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

4.30. Piggy-Back Procurements

Other municipalities or public agencies in the State of Texas may be interested in purchasing products as procured through this solicitation.

Governmental Entities utilizing Inter-Governmental Contracts with the City will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded because of this solicitation. All purchases by Governmental Entities other than the City will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their material/services as needed, e.g., Tom Green County, etc.

4.31. Escalation

Price must be firm for each one (1) year term. A price increase shall at no time be more than what similar volume customers would pay (see **Warranty-Price**). The vendor must notify the City ninety (90) days prior to the end of each one (1) year term to request a price escalation. The vendor must provide cost analysis and/or other documentation to justify any increase.

The City Manager or his designee may approve a contract term extension without a price increase at his or her full discretion. The City Manager or his designee may approve a contract extension with an increase in price if the increase can be justified in writing or by documentation from the vendor/supplier to the satisfaction and discretion of the City Manager or his designee. If no agreement is reached, the City may re-bid the contract.

4.32. Terms

This supply agreement will be for one (1) year effective from the bid award date by the City Council. Three (3) additional one (1) year term extensions will be available subject to agreement by both parties.

The vendor must notify the City ninety (90) days prior to the end of each one (1) year term as to their intentions to terminate the contract. Terms will renew automatically unless ninety (90) days written notice is given by either party for termination. Vendor is obligated to fulfill contract extension for one (1) year without price increase if timely notification is not submitted (See **Escalation**).

5. INSURANCE REQUIREMENTS

5.1. INDEMNIFICATION.

5.1.1. GENERAL INDEMNIFICATION. VENDOR AGREES TO INDEMNIFY, DEFEND, AND HOLD CITY, ITS COUNCIL MEMBERS, BOARD AND COMMISSION MEMBERS, OFFICIALS, AGENTS, GUESTS, INVITEES, CONSULTANTS AND EMPLOYEES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PROCEEDINGS, SUITS, JUDGMENTS, COSTS, PENALTIES, FINES, DAMAGES, LOSSES, ATTORNEYS' FEES AND EXPENSES ASSERTED BY ANY PERSON OR PERSONS, INCLUDING AGENTS OR EMPLOYEES OF VENDOR OR CITY, BY REASON OF DEATH OR INJURY TO PERSONS, OR LOSS OR DAMAGE TO PROPERTY, RESULTING FROM OR ARISING OUT OF, THE VIOLATION OF ANY LAW OR REGULATION OR IN ANY MANNER ATTRIBUTABLE TO ANY ACT OF COMMISSION, OMISSION, NEGLIGENCE OR FAULT OF VENDOR, ITS AGENTS OR EMPLOYEES, OR THE JOINT NEGLIGENCE OF VENDOR AND ANY OTHER ENTITY, AS A CONSEQUENCE OF ITS EXECUTION OR PERFORMANCE OF THIS CONTRACT OR SUSTAINED IN OR UPON THE PREMISES, OR AS A RESULT OF ANYTHING CLAIMED TO BE DONE OR ADMITTED TO BE DONE BY VENDOR HEREUNDER. THIS INDEMNIFICATION SHALL SURVIVE THE TERM OF THIS CONTRACT AS LONG AS ANY LIABILITY COULD BE ASSERTED. NOTHING HEREIN SHALL REQUIRE VENDOR TO INDEMNIFY, DEFEND OR HOLD HARMLESS ANY INDEMNIFIED PARTY FOR THE INDEMNIFIED PARTY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

5.1.2. ENVIRONMENTAL INDEMNIFICATION. VENDOR AGREES TO INDEMNIFY, DEFEND AND HOLD CITY AND ITS COUNCIL MEMBERS, BOARD AND COMMISSION MEMBERS, OFFICIALS, AGENTS, GUESTS, INVITEES, CONSULTANTS AND EMPLOYEES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PROCEEDINGS, SUITS, JUDGMENTS, COSTS, PENALTIES, FINES, DAMAGES, LOSSES, ATTORNEYS' FEES AND EXPENSES ASSERTED BY LOCAL, STATE OR FEDERAL ENVIRONMENTAL AGENCIES OR PRIVATE INDIVIDUALS OR ENTITIES IN CONNECTION WITH OR RESULTING FROM OR ARISING OUT OF VENDOR'S HANDLING, COLLECTION, TRANSPORTATION, STORAGE, DISPOSAL, TREATMENT, RECOVERY, AND/OR REUSE BY ANY PERSON UNDER VENDOR'S DIRECTION OR CONTROL OF WASTE COLLECTED, TRANSPORTED OR LANDFILLED OR ANY CLEANUP ASSOCIATED WITH ENVIRONMENTAL CONTAMINATION, WHETHER SUCH CLEANUP IS OF AIR, SOIL, STRUCTURE, GROUND WATER OR SURFACE WATER CONTAMINATION. VENDOR SPECIFICALLY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CITY AGAINST ALL CLAIMS, DAMAGES AND LIABILITIES OF WHATEVER NATURE ASSERTED UNDER CERCLA CAUSED BY ACTS OR OMISSIONS OF VENDOR REGARDLESS OF WHEN SUCH INCIDENT IS DISCOVERED. VENDOR SHALL BE RESPONSIBLE AND LIABLE FOR ANY SPILL, UNDERGROUND POLLUTION OR ANY OTHER ENVIRONMENTAL IMPAIRMENT INCIDENT CAUSED BY ACTS OR OMISSIONS OF VENDOR REGARDLESS OF WHEN SUCH INCIDENT IS DISCOVERED. IT IS THE INTENT OF THE PARTIES THAT THIS SECTION SHALL IN NO WAY LIMIT OTHER COVERAGE HEREIN AS IT MAY RELATE TO ANY ENVIRONMENTAL CLAIM, DAMAGE, LOSS OR LIABILITY OF ANY KIND.

5.1.3. PROSPECTIVE APPLICATION. ANY AND ALL INDEMNITY PROVIDED FOR IN THIS CONTRACT SHALL SURVIVE THE EXPIRATION OF THIS CONTRACT AND THE DISCHARGE OF ALL OTHER OBLIGATIONS OWED BY THE PARTIES TO EACH OTHER HEREUNDER AND SHALL APPLY PROSPECTIVELY NOT ONLY DURING THE TERM OF THIS CONTRACT BUT THEREAFTER SO LONG AS ANY LIABILITY (INCLUDING BUT NOT LIMITED TO LIABILITY FOR CLOSURE AND POST CLOSURE COSTS) COULD BE ASSERTED IN REGARD TO ANY ACTS OR OMISSIONS OF VENDOR IN PERFORMING UNDER THIS CONTRACT.

5.1.4. RETROACTIVE APPLICATION. THE INDEMNITY PROVIDED FOR IN THIS CONTRACT SHALL EXTEND NOT ONLY TO CLAIMS AND ASSESSMENTS OCCURRING DURING THE TERM OF THIS CONTRACT BUT RETROACTIVELY TO CLAIMS AND ASSESSMENTS WHICH MAY HAVE OCCURRED DURING THE TERM OF PREVIOUS AGREEMENTS BETWEEN CITY AND VENDOR.

5.2. INSURANCE.

5.2.1. General Conditions. The following conditions shall apply to all insurance policies obtained by Vendor for the purpose of complying with this Contract.

- 5.2.2. Satisfactory Companies. Coverage shall be maintained with insurers and under forms of policies satisfactory to City and with insurers licensed to do business in Texas.
- 5.2.3. Named Insureds. All insurance policies required herein shall be drawn in the name of Vendor, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on Workers' Compensation coverage.
- 5.2.4. Waiver of Subrogation. Vendor shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.
- 5.2.5. Certificates of Insurance. At or before the time of execution of this Contract, Vendor shall furnish City's Risk Manager with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverages and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to City not less than thirty (30) days advance notice in writing of cancellation, non-renewal or material change in the policy of insurance. In addition, Vendor and insurance company shall immediately provide written notice to City's Risk Manager upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Certificates of insurance and notices of cancellations, terminations or alterations shall be furnished to City's Risk Manager at City Hall, 72 W. College, San Angelo, Texas 76902.
- 5.2.6. Vendor's Liability. The procurement of such policy of insurance shall not be construed to be a limitation upon Vendor's liability or as a full performance on its part of the indemnification provisions of this Contract. Vendor's obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the premises. Failure of Vendor to maintain adequate coverage shall not relieve Vendor of any contractual responsibility or obligation.
- 5.2.7. Sub-Vendors' Insurance. Vendor shall cause each Sub-Vendor and Sub-Sub-Vendor of Vendor to purchase and maintain insurance of the types and in the amounts specified below. Vendor shall require SubVendors and Sub-subVendors to furnish copies of certificates of insurance to Vendor's Risk Manager evidencing coverage for each Sub-Vendor and Sub-Sub-Vendor.
- 5.3. Types and Amounts of Insurance Required. Vendor shall obtain and continuously maintain in effect at all times during the term hereof, at Vendor's sole expense, insurance coverages as follows with limits not less than those set forth below:
- 5.3.1. Commercial General Liability. This policy shall be an occurrence-type policy and shall protect the Vendor and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than the Vendor's employees) and damage to property of the City or others arising out of the act or omission of the Vendor or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Vendor under the paragraph of this Contract entitled "Indemnification," including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent Vendors (to remain in force for two years after final payment). Coverage shall not be less than:
- | | |
|-----------------|--------------------------------|
| \$ 2,000,000.00 | General Aggregate |
| \$ 1,000,000.00 | Products- Completed Operations |
| \$ 1,000,000.00 | Personal & Advertising Injury |
| \$ 1,000,000.00 | Each Occurrence |
| \$ 100,000.00 | Fire Damage (any one fire) |
- 5.3.2. Business Automobile Liability. This policy shall be written in comprehensive form and shall protect Vendor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall not be less than:

\$ 1,000,000.00

Combined Single Limit

- 5.3.3. Workers' Compensation and Employer's Liability. If Vendor hires any employees, Vendor shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect the Vendor against all claims under applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. Coverage shall not be less than:

Statutory Amount	Workers' Compensation
\$ 100,000.00	Employer's Liability, Each Accident
\$ 100,000.00	Employer's Liability, Disease – Each Employee
\$ 500,000.00	Employer's Liability, Disease - Policy Limit

The foregoing requirement will not be applicable if, and so long as, Vendor qualifies as a self-insurer under the rules and regulations of the commission or agency administering the workers' compensation program in Texas and furnishes evidence of such qualification to Lessor in accordance with the notice provisions of this Contract.

If Vendor uses contract labor, Vendor shall require its Vendor to maintain the above referenced coverage and furnish copies of certificates of insurance as required herein.

- 5.3.4. Environmental Liability. This insurance shall be maintained in force for the full period of this Contract and cover losses caused by pollution conditions including, but not limited to, any spill, underground pollution or any other environmental impairment. It shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; including, but not limited to, any costs required under CERCLA; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. If coverage is written on a claims made basis, Vendor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract, and continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time the Contract has expired. Policy limits shall not be less than:

\$1,000,000	Per loss
\$1,000,000	Annual aggregate

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6. SPECIFICATIONS

Bid Scope & Specifications Liquid Sodium Hypochlorite For The City of San Angelo, Texas 2014

The bidder is required to examine all specifications and be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under this bid contract. No additional allowances will be made because of lack of knowledge of, or inattention to, the specifications, conditions, or requirements.

6.1. Scope of Contract:

The City of San Angelo is requesting Liquid Sodium Hypochlorite that meet the requirements of the City of San Angelo's Water Reclamation Facility and approved for wastewater treatment.

The plant utilizes approximately **70,000 gallons of Liquid Sodium Hypochlorite** per year.

6.2. General Requirements

- Purchases made during the contract period will be on an "as needed" basis. The Vendor shall assume no guarantees as to the number or frequency of purchases, or the amount of payments under the term of this contract.
- Product must be delivered within (3) three working days of notification from Contract Administrator or Plant Personnel. **Time is of the Essence** in the delivery of this product.
- In the case of an emergency, supplier will be required to provide technical assistance, at the San Angelo location, within twenty-four (24) hours of notification of such need.
- During product use, the manufacturer shall provide a qualified technician at any time deemed reasonable upon request and at no additional cost to the City.
- City will not be required to incur any drum rental or deposit fees.
- The contract(s) will commence upon award by the City Council and contingent upon the completion and submittal of all required bid documents and as stipulated by the Contract Administrator.

6.3. Rejection:

- The Vendor shall promptly correct all deficiencies to the satisfaction of the City of San Angelo's Contract Administrator.
- The Contract Administrator reserves the **option** to require the material supplier **to replace or to reimburse** the City of San Angelo for material/equipment/services found to be unsatisfactory.
- In the event that the replacement option is exercised, the material supplier may be required to remove the unacceptable material/items at no expense to the City of San Angelo and to deliver an equal quantity of acceptable material/equipment/services. The City reserves the option for plant personnel to feed the unsatisfactory product through the system and to be exempt from payment for the non-compliant load.
- The replacement material/items shall be delivered to the locations(s) designated by the Contract Administrator within **twenty four (24) hours** of notification from the City. Contract Administrator will follow up any phone call with an email requesting action from the Vendor.
- In the event that the reimbursement option is exercised, the material supplier shall be required to remove the unacceptable material/items at no cost to the City of San Angelo. The Contract Administrator shall determine the quantity of the unacceptable material/items and the reimbursement shall be determined based upon the unit bid price. The supplier shall reimburse the City for all expenses incurred by the City of San Angelo including labor, equipment, materials and/or other

incidentals required to correct the problem.

- The reimbursement shall be submitted to the City of San Angelo in the form of a cashier's check within twenty-eight (28) days from the date of written notification from the City of San Angelo.
- If for any reason the product does not perform as stated in the manufacturers' contract, the City has the right to discontinue use. The City has the right to use an Alternative Bidder should the winning Respondents product not perform adequately to TCEQ water quality requirements.

6.4. Availability:

- Bidders are required to quote materials that will meet or exceed the minimum specifications herein. Default in promised availability or delivery without acceptable reasons, or failure to meet the specifications without remedy, shall cause the City at its option to purchase the service elsewhere, including the next lowest and best responsible bidder, in order, or alternative bidder, and if such bidder meets the specifications required.
- The purpose of this provision is to provide the most advantageous bid to the City, based upon the contractual terms, that the City will also consider factors other than the price when awarding contracts and may, under the terms of this contract, consider and accept an alternate bid when most advantageous to the City.

6.5. Delivery Requirements and locations:

**Delivery will be made to the following location:
City of San Angelo Water Reclamation Facility
1898 City Farm Road, San Angelo Texas, 76905 (phone 325-655-3129)**

- Product must be delivered within **three (3) days of the order from Plant personnel**. Time is of the essence in the delivery of this product.
- Transport truck must have capability of off loading through a two inch hose provided by the transport company. In addition, specialty equipment (i.e. tanks, storage facilities, feed lines) shall be provided by the manufacturer at no cost to the city, whenever product requires special handling features.
- **Notification shall contain the following information:**
 - **Purchase Order number**
 - **Truck Number**
 - **Date Shipped**
 - **Delivery Date**
 - **Gross weight**
 - **Tare Weight**
 - **Net Weight**
 - **Lab analysis data**

6.6. Quality Control and Testing:

- It shall be the vendor's responsibility to provide a Material Compliance Certificate of Analysis for each lot shipped to the Buyer.
- **The Certified Analysis shall be signed by a designated Certifying Officer of the company and shall specify the % strength and liquid specific gravity.** The certificate of compliance shall be in the possession of the Buyer at the time of delivery.
- All Shipments shall be accompanied by a weight certificate, NSF 60 certification (or UL certification), and MSDS.

6.7. Security Requirements for each chemical delivery prior to hookup and unloading chemical:

- Supplier is required to fax or e-mail confirmation of delivery, including time and date of delivery, seal or tag numbers on all apertures, tractor and trailer ID numbers, driver's name and picture ID.



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Tel: (325) 657-4219 or 657-4220

- Shipments shall be subject to delivery site weight verification by the City or its agent.
 - All transport vehicles must be inspected by the supplier and must be in safe operating condition.
 - Delivery vessels and vehicles shall meet TxDot standards.
 - Hand brakes shall be set and wheels shall be chocked before any off loading operation is to commence.
 - Supplier shall be capable of providing rapid local response in case of emergency.
 - Bidders must send copy of current driver certification to show they are in compliance with EPA Risk Management Plan.
 - Delivery trucks shall contain the necessary emergency equipment required to contain, repair or stop a leak and protect the driver, City personnel, public and private property.
 - Must follow all applicable laws for the hauling and unloading of 1 ton cylinders.
 - The Bidder shall furnish the City a copy of off loading procedures for truck load deliveries for inclusion in the City's Standard Operation Procedures and Emergency Response Plan. Where trade secrets are of concern, the driver shall show CITY staff members present at the off loading site the successful bidders written procedure.
 - The Bidder shall supply in writing, an Emergency Spill Response Plan with appropriate emergency response personnel names and telephone contact numbers within 15 days of award and acceptance of the purchase order to supply Liquid Sodium Hypochlorite.
 - Bidder shall instruct the CITY'S staff members present during the off loading the appropriate valve(s) to close in the event of an accidental release of the product if applicable.
 - The Bidder shall provide training to the owner on the properties, safe storage, use and handling of delivered chemicals if requested.
- Neither the City nor City staff will be responsible for any damage that may occur to the bidder's property while it is on City of San Angelo property or as it is being moved to or removed from the City's property.

6.8. Product to be Bid:

Standards for all water treatment chemicals:

**ANSI/NSF STANDARD 60 – Drinking Water Treatment Chemicals - Health Effects
& AWWA Standard B-300**

- Bids received without appropriate ANSI/NSF Standard 60 & AWWA 300 (the latest revision) Certification for use in potable water, will not be recommended for award.
- The ANSI/NSF certification and a certificate of analysis are required on each shipment received at the City of San Angelo's water treatment plant.
- If a shipment is received without the required ANSI/NSF certification and a complete certificate of analysis, the City of San Angelo reserves the right to refuse shipment.
- It is the responsibility of the Contractor to inform the City that NSF Certification has been revoked or lapsed within 24 hours of the time the Contractor received verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the contract for cause.
- Relevant documentation must be submitted annually and/or with a change in chemical supplier.

6.8.1. Liquid Sodium Hypochlorite- The liquid sodium hypochlorite shall conform to the following NSF or AWWA standards, whichever is most stringent: **12.5% NaOCl**

- | | |
|-------------------------------------------------------------|---------------------------------------------------|
| • Sodium Hypochlorite as NaOCl (%wt) 12.5 – 14 | • Available Chlorine (%wt) 12.5 |
| • Available Chlorine (%vol) 15.0 | • Available Chlorine grams /liter 150 |
| • Specific gravity 1.15-1.25 @ 68F/20C | • Insoluble matter <0.15% |
| • Total free alkali (NaOH) 0.4 – 1.5% | • <5% deterioration of available Cl after 20 days |
| • PH 11.5-13.0 - Clarity No Visible Suspended Solids Visual | |

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7. BID FORMS

RFB No: WU-04-14 WRF Liquid Sodium Hypochlorite

- A. Refer to Instructions to Respondents before completing Bid Sheet.
- B. Price – Quote your best price F.O.B. destination, delivered.
- C. Delivery Date – Promised delivery times in Calendar Days after receipt of order. Time is of the essence in delivery of this product.
- D. The bidder is responsible for calling the City to determine if any addendums have been issued and agrees that the prices(s) quoted reflect any changes or modifications created by any addendum(s).
- E. Complete the Local Preference form **(If applicable)**.
- F. Complete the Suspension and Debarment form **(REQUIRED)**.
- G. Vendor References **(REQUIRED)**.
- H. Attach MSDS and/or Specification Data Sheet for each product being quoted **(REQUIRED)**.
- I. Attach Cost structure form that includes price per liquid pound delivery (F.O.B. Destination: San Angelo Water Production Plant), anticipated dosages & Cost per million gallons treated water **(REQUIRED)**
- J. Submit:
 - a. one (1) unbound original of all submission forms, **(REQUIRED)**. Binder Clips are acceptable
 - b. one (1) electronic copy (CD or USB Drive) of all submission forms **(REQUIRED)**, and
 - c. one (1) bound copy of all submission forms of your bid. **(REQUIRED)**.

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PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219 or 657-4220

Bid Sheet

WU-04-14 Sodium Hypochlorite / Opening June 25, 2014, 2:00 p.m.

**Note: Please bid - Price per Gallon. Should there be any differences between the unit price and the extended pricing calculations, the unit price will prevail.
This Bid may be awarded in part or in whole.**

Description	Gallons (estimated annual usage)	Unit Price / per Gallon	Extended Price
LIQUID SODIUM HYPOCHLORITE	70,000	\$	\$
Delivery Days: _____ <i>Time is of the essence in the delivery of this product</i>			
Payment Discount: _____			

Piggy Back Option _____ Payment Terms _____

May this item be purchased at bid price with a Procurement Card? Yes _____ No _____

Are prices based on a purchasing cooperative or Government contract? Yes _____ No _____

If Yes: Name of Cooperative; _____ Contract No _____

Authorized Signature/Contact Information

Firm Name: _____

Mailing Address: _____

City, State Zip Code: _____

Authorized Signature: _____

Print Name/Title: _____ Date: _____

Tax ID: _____

Payment Terms: _____ FAX: _____

Payment Terms: _____

Telephone: _____ FAX: _____

Email: _____

***Bids which are not signed and dated or bids which do not comply with all of bid requirements herein, may be considered non-responsive and maybe rejected.*

THIS FORM MUST BE RETURNED WITH THE BID

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CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Addendum Acknowledgement

Receipt is hereby acknowledged of the following addenda to the Contract documents.

Addendum No. 1 dated _____	Received _____
Addendum No. 2 dated _____	Received _____
Addendum No. 3 dated _____	Received _____
Addendum No. 4 dated _____	Received _____
Addendum No. 5 dated _____	Received _____
Addendum No. 6 dated _____	Received _____

Company Name

Signature

Printed Name

Title

Address

City, State Zip Code

THIS FORM MUST BE RETURNED WITH THE BID

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CITY OF SAN ANGELO
PURCHASING DEPARTMENT
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Disclosure of Certain Relationships

NOTICE TO VENDORS

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local governmental entity make certain disclosures concerning any affiliation or business relationship that might cause a conflict of interest with the local governmental entity. The provisions of Chapter 176 and the Form CIQ questionnaire that you must complete, if applicable, to comply with this new law, are available and explained in more detail at the Texas Ethics Commission website at <http://www.window.state.tx.us/procurement/prog/hub/>

A current list of City of San Angelo and City of San Angelo Development Corporation officers is available in the office of the City of San Angelo City Clerk, Room 201 of City Hall or on the City's website at <http://sanangelotexas.org>. If you are considering doing business with the City of San Angelo or the City of San Angelo Development Corporation and have an affiliation or business relationship that requires you to submit a completed Form CIQ, it must be filed with the records administrator (City Clerk) of the City of San Angelo not later than the 7th business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

By Submitting a response to a City of San Angelo or City of San Angelo Development Corporation Request for Proposals, Request for Bids, or Request for Qualifications or by conducting business with either of those two entities, you are representing that you are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

A handwritten signature in black ink, appearing to read "J. D. Baker".

Division Manager, Purchasing

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CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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

A person commits an offense if the person knowing violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1. Name of person doing business 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has affiliation or business relationship._____
Name of Officer

This section, (item 3 including subparts A, B, C & D, must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of ten (10) percent or more?

☐ Yes ☐ No

D. Describe each employment of business relationship with the local government officer named in this section.

4._____
Signature of person doing business with the governmental entity_____
Date



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219 or 657-4220

Local Government Officers of the City Of San Angelo
As defined by Chapter 176 of the Texas Local Government Code
(Revised 5/13/14)

For purposes of completion of the required Conflict of Interest Questionnaire for the City of San Angelo (required by all Vendors who submit bids/proposals), Local Government Officers are:

City of San Angelo City Council:

Mayor: Dwain Morrison, Mayor

- Council Members:
 - Mayor Pro-Tempore: Charlotte Farmer, SMD 6
 - Rodney Fleming, SMD 1
 - Marty Self, SMD 2
 - Johnny Silvas, SMD 3
 - Don Vardeman, SMD 4
 - Elizabeth Grindstaff, SMD 5

City Manager: Daniel Valenzuela

City of San Angelo Development Corporation officers are:

- Scott Tankersley, President
- John Edward Bariou, Jr. - First Vice President
- Tony Villarreal - Second Vice President
- Daniel Anderson - Director
- Richard Crisp - Director
- Tommy Hiebert - Director
- Pedro Ramirez – Director

Executive Director: Roland Peña



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
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Local Preference Consideration

Section 271.9051 of the Texas Local Government Code "CONSIDERATION OF LOCATION OF BIDDERS PRINCIPAL PLACE OF BUSINESS":

In accordance with Section 271.9051 of the Texas Local Government Code, if a local government receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five (5%) percent of the lowest bid price received from a bidder who is not a resident of the municipality, on contracts less than \$500,000 and three percent (3%) on contracts over \$500,000.00 the municipality may enter into a contract with (a) the lowest bidder or (b) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.

Local Preference Consideration DOES NOT apply to Construction Projects over \$100,000.00, Telecommunication and Information Technology Bids or any purchases \$100,000.00 or greater.

If you DO NOT have your principal place of business located within the City of San Angelo city limits – STOP – do not fill out this form.

This "Application For Local Preference Consideration" does *not* mean that the City of San Angelo is limiting responses to this request for bids/proposals to only those businesses located within the city limits. All bids/proposals are welcome.

Bidders who wish to qualify under the local preferences law must have their principal place of business located within the San Angelo city limits.

If your principal place of business is within the San Angelo city limits and you want to apply for local preference consideration, then you must:

1. Complete the **Local Preference Consideration Application**, and
2. ***Describe in writing and attach supporting documentation***, the additional economic development opportunities for the City of San Angelo that will be created if you are awarded this contract. Include the number of City of San Angelo residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of San Angelo if you are awarded this contract.

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Local Preference Consideration Application

Business Name: _____

Physical Address: _____

Mailing Address: _____

City: _____

Zip Code: _____

Business Type:

- ☐ Corporation – Indicate state of incorporation _____
- ☐ Partnership – Indicate “general” or “limited” _____
- ☐ Sole proprietorship _____

Basis For Preference (Check applicable box(s) if physical location of business is not within the City Limits of the City of San Angelo.

- ☐ The business is a partnership with residents of the City of San Angelo owning a majority beneficial interest in the partnership (Attach a list of partners with names and addresses).
- ☐ The business is a sole proprietorship owned by a resident of the City of San Angelo (Attach name and address of owner).

Attachments: *Describe in writing, and attach supporting documentation*, the additional economic development opportunities for the City of San Angelo that will be created if you are awarded this contract. Include the number of City of San Angelo residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of San Angelo if you are awarded this contract.

CERTIFICATION: I hereby certify under penalty of perjury that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the city will provide, within 10 days of notice, the necessary documents to substantiate the information provided.

Authorized Representative Signature: _____

Printed Name: _____

Title: _____ Date: _____

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Vendor Compliance With Reciprocity On Non-Resident Bidders

Government Code 2252.002 provides that, in order to be awarded a contract as low bidder, a non-resident bidder must bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. A non-resident bidder is a contractor whose corporate offices or principal place of business is outside of the state of Texas. This requirement does not apply to a contract involving Federal funds. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder. Resident bidders must check the blank in Section B.

- A. Non-resident vendors in _____(give state), our principal place of business, are required to be _____ percent lower than resident bidders by state law. A copy of the statute is attached.

Non-resident vendors in _____(give state), our principal place of business, are not required to underbid resident bidders.

- B. Our principal place of business or corporate offices are in the State of Texas: _____.

BIDDER:

Company Name

Signature of Authorized Representative

Printed Name

Title

Address

City, State, Zip Code

(Please print)

THIS FORM MUST BE RETURNED WITH THE BID

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Debarment and Suspension Certification

Instructions for Certification

1. By signing and submitting this proposal, the prospective participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the determination whether to enter into this transaction. However, failure of the prospective participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the City of San Angelo determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available, the City of San Angelo may terminate this transaction for cause.
4. The prospective participant shall provide immediate written notice to the City of San Angelo to which this proposal is submitted if at any time the prospective participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549(13 CFR Part 145). You may contact the City of San Angelo for assistance in obtaining a copy of these regulations.
6. The prospective participant agrees by submitting this proposal that, should the proposed transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City of San Angelo.
7. The prospective participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment And Suspension" provided by the City of San Angelo, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the City of San Angelo, the City of San Angelo may terminate this transaction for cause.

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Debarment and Suspension Certification

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

BIDDER:

(Please print)

Company Name

Signature

Printed Name

Title

Address

City, State, Zip Code

THIS FORM MUST BE RETURNED WITH THE BID

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No Bid Reply Form

If for any reason, you are not submitting a bid/proposal, please check one or more reasons below and return the form to us either by mail or by email to sapurch@cosatx.us in order to remain in our database for these types of products or services.

By providing us this information, we hope to improve future Request packages that will elicit your participation.

===== # # # =====

PLEASE PRINT

We wish to **Remain On ()/Deleted From ()** the list of bidders for the City of San Angelo

A. We hereby submit a "No Bid" because:

- () 1. We are not interested in selling through the bid process.
- () 2. We are unable to prepare the bid form in time to meet the due date.
- () 3. We do not wish to bid under the terms and conditions of the Request for Bid/Proposal. OBJECTIONS: _____

- () 4. We do not feel we can be competitive.
- () 5. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
- () 6. We do not wish to sell to the City of San Angelo. OBJECTIONS: _____

- () 7. We do not sell the items or provide the services requested.
- () 8. Other: _____

Firm _____

Signed _____

Date _____

Thank you for your assistance!