



## NOTICE TO BIDDERS

The City of Edinburg is soliciting sealed bids to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

Bids will be received until **3:00 p.m. Central Time**, on **Monday, October 17, 2016**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1<sup>st</sup> Floor, to be publicly opened and read aloud. Any bid received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures. The Bid shall be for:

### **BID NO. 2017-23 WATER PLANT CHEMICALS**

If you have any questions or require additional information regarding this bid, please contact Mr. Javier Valdez, Water Plant Superintendent, at (956) 388-8220 or 292-2026.

**If Hand-delivering Bids:** 415 West University Drive,  
c/o City Secretary Department (1<sup>st</sup> Floor)

**If using Land Courier (i.e., FedEx, UPS):** City of Edinburg  
c/o City Secretary  
415 West University Drive  
Edinburg, Texas 78541

**If Mailing Bids:** City of Edinburg  
c/o City Secretary  
P.O. Box 1079  
Edinburg, TX 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities and to accept the bid deemed most advantageous to the City, and hold the bids for a period of **60** days without taking action.

**Bids must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the bid envelope with corresponding bid number and title.**

# CITY OF EDINBURG INSTRUCTIONS TO BIDDERS

## **DEVIATION FROM SPECIFICATION**

Please read your specifications/requirements thoroughly and be sure that the SERVICES offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the SERVICES be provided as specified.

## **PURPOSE**

1. The purpose of these specifications/requirements and bidding documents is for the purchase of **WATER PLANT CHEMICALS** for the City of Edinburg at firm unit prices, for various contract term dates.

2. The SERVICES to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

## **SUBMITTAL OF BID**

Bids will be submitted in sealed envelopes upon the blank bid form attached hereto. Submit two (2) complete sets of the bid, one (1) original marked "**ORIGINAL**," and one (1) copy marked "**COPY**". Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM, complete with all supporting documentation. Bids submitted by facsimile (fax) or electronically will **NOT** be accepted. Submittal of a bid in response to this solicitation for Bids constitutes an offer by the Bidder. Bids which do not comply with these specifications/requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg, before opening day and hour. No late Bids will be accepted. They will be returned to Bidder unopened (if properly identified).

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**If using Land Courier (i.e., FedEx, UPS):** 415 West University Drive, c/o City Secretary Department (1<sup>st</sup> Floor), Edinburg, Texas 78541

**If Mailing Bids:** P.O. Box 1079, Edinburg, TX 78540-1079

## **PREPARATION OF BID**

Bids **MUST** give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

## **ALTERATIONS/AMENDMENTS TO BID**

Bids **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **SALES TAX**

State sales tax must not be included in the bid.

### **SUBSTITUTIONS**

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

### **NO BID RESPONSE**

If unable to submit a bid, bidder should return inquiry giving reasons.

### **EXCEPTIONS**

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

### **BRAND OR MANUFACTURER REFERENCE**

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

### **DELIVERY**

Number of days required to deliver SERVICES after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

### **DELAY IN SERVICE DELIVERY**

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such SERVICES elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

### **SERVICE DELIVERED PRICING**

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

### **VALID BID TIME FRAME**

The City may hold bids 60 days after bid opening without taking action. BIDDERS shall be required to hold their Bids firm for the same period of time.

### **RIGHT TO REJECT/AWARD**

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **MULTIPLE VENDOR CONTRACTS**

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" **must** reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof. The City reserves the right to award each item separately or individually, award to one or multiple vendors, and accept the proposal deemed most advantageous to the City.

### **INDEMNIFICATION CLAUSE**

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

### **ADDENDA**

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent at 956-388-1895 and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at [www.cityofedinburg.com](http://www.cityofedinburg.com).

### **PAYMENT**

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been provided and invoiced. No other method of payment will be considered.

### **SYNONYM**

Where in this bid package ITEMS OR SERVICES is used its meaning shall refer to the purchase of WATER PLANT CHEMICALS as specified.

### **ASSIGNMENT**

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

### **INTERPRETATIONS**

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the designated individuals as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via

## **INSTRUCTIONS TO BIDDERS (Continued):**

Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

### **STATUTORY REQUIREMENTS**

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

### **BIDDER'S EMPLOYEES**

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

### **RIGHT TO WAIVE**

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

### **COOPERATIVE PRICING**

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

### **TIME ALLOWED FOR ACTION TAKEN**

The City of Edinburg may hold bids **60** days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

### **PREPARATION OF BID**

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

### **CONFIDENTIAL INFORMATION**

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

### **VERBAL THREATS**

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **MATHEMATICAL ERRORS**

In the event that mathematical errors exist in any bid, unit prices/rates -v- totals, unit prices/rates will govern.

### **AUDIT**

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

### **PAST PERFORMANCE**

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of SERVICES.

### **JURISDICTION**

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

### **VENUE**

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

**IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.**

### **CONFLICT OF INTEREST**

#### **CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

### **CERTIFICATE OF INTERESTED PARTIES (Form 1295)**

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only

**INSTRUCTIONS TO BIDDERS (Continued):**

to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

**AWARD**

For purposes of this project, award will be contingent on approval of budget.

**CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS**

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code

**SPECIAL CIRCUMSTANCES**

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

**TERMINATION OF CONTRACT**

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

**STANDARD INSURANCE REQUIREMENTS**

Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of \$5,000 - \$14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

<b>Minimum Insurance Requirements</b>	
<b>Type of Coverage</b>	<b>Limits of Liability</b>
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

The following insurance requirements will be included in all City contracts of \$15,000 or more.

**INSTRUCTIONS TO BIDDERS (Continued):**

- (1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.
- (2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.
- (3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

<b>Minimum Insurance Requirements</b>	
<b>Type of Coverage</b>	<b>Limits of Liability</b>
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: \$100,000 each accident  Bodily Injury by Disease: \$100,000 each employee/\$500,000 policy limit
Comprehensive General Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
Comprehensive Auto Liability Bodily Injury	\$100,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
City's Protective Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **BID BOND REQUIREMENTS – CONSTRUCTION PROJECTS ONLY**

If the contract amount is over twenty-five-thousand dollars (\$25,000) for construction of the project, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the State of Texas, in accordance with Article 5160, Vernon's Texas Civil Statutes, and amendments thereto. A payment bond in the full amount of the contract price to assure payment shall be required by law of all persons supplying labor and material in the execution of the project provided for in the contract documents.

A bid guarantee equivalent to five percent (5%) of the bid price will be required from each bidder. The "bid guarantee" shall consist of a firm commitment, such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

A performance bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract documents.

Bidders are expressly advised to review the contract documents fully and insurance requirements of the proposed contract as to their legal requirements and the causes which may lead to the disqualification of a bidder and/or rejection of a bid proposal. No bid may be withdrawn within a period of sixty (60) days after the date fixed for opening the bids. Unless all bids are rejected, the Owner will give Notice of Award of Contract to the successful bidder as soon as possible consistent with the time for a thorough analysis of bids submitted. Bidders are expected to inspect the site of work and to inform themselves regarding all local conditions which may affect their bid.

**CITY OF EDINBURG  
REQUEST FOR BIDS FOR WATER PLANT CHEMICALS**

**BID NO. 2017-23**

**BID OPENING DATE: October 17, 2016 at 3:00 p.m.**

It is the intent of this Request for Bids to describe and ultimately make it possible for the City of Edinburg to purchase the below mentioned **WATER PLANT CHEMICALS**.

**GENERAL REQUIREMENTS, AGREEMENT AND SPECIFICATIONS FOR WATER PLANT CHEMICALS:**

You are invited to submit a sealed bid for the purchase of WATER PLANT CHEMICALS as requested by the City of Edinburg Utilities/WWTP Department. The specifications listed below are minimum requirements and are intended to govern, in general, the size and material desired. The City of Edinburg reserves the right to evaluate variations from these specifications.

**GENERAL CONDITIONS:**

1. Quantities estimated are approximate, based on projected usage during a twelve (12) month period. However, the City may choose to order more or less of the product bid than the estimated amounts. The unit bid prices acquired for these contracts are to remain the same whether the City buys more or less than the estimated quantities of the product bid. The City however guarantees that the amount of the product will not be increased or decreased more than 25% without the consent of the vendor.
2. Price quote per pound, gallon, container, and/or cylinder shall be specified by bidder. The prices quoted shall prevail for a contract period of twelve (12) months, or as otherwise specified, from time of acceptance and issuance of a Purchase Order.
3. Bid price shall be F.O.B. Edinburg, Texas, and include deposit, rent, and demurrage charges for containers, cylinders, and/or tanks, if any. The City will not be responsible for any additional costs not included in the bid price.
4. Super funds tax, hazardous handling charge, fuel surcharge, or other environmental charge shall be included in the bid price, or specified as an addendum. The City will not be responsible for any additional costs not included in the bid price.
5. A written emergency response plan must be submitted, that includes but is not limited to emergency contacts: Name, Title, and 24-hour phone numbers; specific actions, public informing procedures, health care, and emergency response time. Delivery time and emergency response time shall also be specified by the bidder, and it will be a determining factor in awarding the bid.
6. Bidder shall list on a separate sheet, any variations from, or exceptions to, the conditions and specifications of these bids. This sheet shall be labeled **Exemptions to Bid Conditions and Specifications** and shall be attached to the bid form.
7. The City reserves the right to consider each chemical as a separate bid and award all or individually, whichever may be more advantageous to the City.
8. The undersigned hereby certifies that he/she understands all the above and attached specifications, has read them carefully, and shall deliver and furnish all articles or services specified in these specifications.

**DATE:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

## REQUEST FOR BIDS FOR WATER PLANT CHEMICALS (Continued)

### NSF CHLORINE – SPECIFICATIONS:

1. Estimated twelve (12) months requirement of NSF Chlorine for the Water Treatment Plants.  
**134 tons – (268,000 lbs.) NSF Chlorine (8,000 lbs. Minimum Shipment) for the 15 - (150 lbs. Cylinder) NSF Chlorine (300 lb. Minimum Shipment)**
2. Product must be compressed liquid gas contained in approved one-ton or 150 pound containers.
3. Product must be approximately 100% chlorine strength.
4. **Contractor agrees to allow the City of Edinburg Treatment Plants and its facilities an overall inventory of Fifteen (16) 1-Ton Containers and Eight (8) 150 lb. cylinder on site at all times. Breakdown: Eight (9) 1-Ton at the West Edinburg Water Plant – 1752 South Mon Mack Road, Five (5) 1-Ton Containers at the Downtown Water Plant – 500 East Mahl, Two (2) 1-Ton Containers at the Raw Water Pump Station #1 – 905 Pin Oak Road, and two (2) 150 lb. cylinders at the Faysville Water Tower 12610 N. Highway 281, (2) two at FM 490 booster station, (2) two at Los Venados Booster Station and (2) two at the East Canal site in Edinburg, Texas 78539.**
5. Contractor agrees to deliver additional 1-ton containers and 150 lb. cylinders as needed within a period of three (3) calendar days after notification by telephone.
6. All 1-ton containers, 150 lb. cylinders and their contents delivered by Contractor shall meet all applicable Federal and/or State Laws and safety requirements.
7. Product must be acceptable to the **Texas Commission on Environmental Quality (TCEQ)** and must conform to **American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standards 60** for potable water treatment. **Certification for ANSI/NSF Standard 60 and Material Safety Data Sheet** or equivalent must accompany bid quote.
8. Neither the Contractor nor his employees engaged in the delivery and off-loading of the containers/cylinders shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.
9. Contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages or claims arising out of or in any way connected with any injury or injuries to any employee or employees of contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

## REQUEST FOR BIDS FOR WATER PLANT CHEMICALS (Continued)

### ULTRA PURE NITROGEN – SPECIFICATIONS:

1. Estimated twelve (12) months requirement of Ultra-Pure Nitrogen for the Water Treatment Plant.  
**60 (150 lb. Cylinder) Nitrogen Gas (300 lbs. Minimum Shipment)**
2. Product must be compressed gas contained in approved containers.
3. Product must be 100% Ultra-Pure Nitrogen strength.
4. Product must be acceptable to the Texas Commission on Environmental Quality (TCEQ)
5. A seven (7) day supply of Ultra-Pure Nitrogen must be on hand at all times: therefore, it will be necessary to maintain an extra container.
6. Approximately one (1) container will be in use at all times and approximately two (2) full containers must be in stock.
7. Material Safety Data Sheet or equivalent must accompany bid quote.

### COPPER SULFATE (LARGE CRYSTAL) – SPECIFICATIONS

1. Estimated twelve (12) month requirement of Copper Sulfate (Large Crystal) for the Water Treatment Plant.  
**10,000 lbs. – Copper Sulfate (LARGE CRYSTAL SIZE) (BULK ORDER)**
2. Product must be of a LARGE CRYSTAL SIZE and odorless.
3. Product must be able to control algae growth in the raw water reservoir with a minimum water temperature of 60 Fahrenheit.
4. Product must have active ingredient of at least 99% copper sulfate.
5. Product must be acceptable to the Texas Commission on Environmental Quality (TCEQ) and must conform to American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60 for potable water treatment.
6. Certification for ANSI/NSF Standard 60 and Material Safety Data Sheet or equivalent must accompany bid quote.
7. Product must be soluble in water.
8. Product must be in sealed container equal to fifty (50) pounds.

## REQUEST FOR BIDS FOR WATER PLANT CHEMICALS (Continued)

### NSF LIQUID AMMONIUM SULFATE – SPECIFICATIONS

1. Estimated thirty-six (36) month requirement of NSF Liquid Ammonium Sulfate for the Water Treatment Plant.
  - **Year 1: 45,000 Gallons (Estimated) NSF Liquid Ammonium Sulfate (4,500 gals. Minimum Shipment) for the year of 2017.**
  - **Year 2 and 3: 112,500 gallons (Estimated) NSF Liquid Ammonium Sulfate (4,500 gals. Minimum Shipment) for the year of 2018 and 2019.**

For a total of 157,500 Gallons (Estimated) NSF Liquid Ammonium Sulfate (4,500 gals. minimum Shipment) for the (36) month.

2. Must conform to American National Standards Institute/National Sanitation Foundation Institute Standard for Drinking Water Treatment Chemical – Health Effects, ANSI/NSF 60; shall be furnished with bid documents.
3. Must conform to American National Standards Institute/American Water Works Association Standards for Ammonium Sulfate ANSI/AWWA B302-95 or the most current standards.
4. Certification for ANSI/NSF Standard 60 and Material Safety Data Sheet or its equivalent must accompany bid quote.
5. The Liquid Ammonium Sulfate Solution shall be made at the manufacturer's or supplier's site such that a homogeneous, well-mixed product is received at the City's location.
6. Will be used as a source of ammonia in the formation of chloramines to disinfect the treated water.
7. The physical and chemical properties of the Liquid Ammonium Sulfate shall be as follows:
  - Colorless to slightly yellow liquid
  - Slight ammonia odor
  - Complete solubility in water
  - Specific gravity of 1.2 – 1.23
  - pH of 4.8 – 7.5
  - Molecular Weight of 132.13
  - Density of 10 – 10.25
  - Ammonium Sulfate 30.0 – 40.0% WT

## REQUEST FOR BIDS FOR WATER PLANT CHEMICALS (Continued)

### NSF ALUMINUM SULFATE/POLYMER/COPPER SULFATE BLEND – THREE (3) YEAR CONTRACT PERIOD – SPECIFICATIONS:

1. Estimated thirty-six (36) month requirement of NSF Liquid Aluminum Sulfate / Polymer / Copper Sulfate Blend for the Water Treatment Plant
  - Year 1: 2,500,000 lbs. (Estimated) NSF Liquid Aluminum Sulfate / Polymer / Copper Sulfate Blend.
  - Year 2 and 3: 6,250,000 lbs. (Estimated) NSF Liquid Aluminum Sulfate / Polymer / Copper Sulfate Blend.

8,750,000 lbs. (Estimated) NSF Liquid Aluminum Sulfate / Polymer / Copper Sulfate Blend (4,500 – 5,000 gallons minimum shipment)
2. Product must be a single product solution.
3. Product must have a specific gravity of between 1.20 - 1.62
4. Product must have a 1% polymer solution blend.
5. Product must have a 1% copper sulfate solution blend and shipment shall be accompanied by a Certificate of Analysis stating the exact pounds of copper sulfate content.
6. Product must prevent the excessive build-up of algae on clarifier walls, weirs, filters, and produce no more than a 0.5 mg/L copper residual in the finish water.
7. Product must be acceptable to the Texas Commission on Environmental Quality (TCEQ) and must conform to the American National Standards Institute / National Sanitation Foundation (ANSI/NSF) Standard 60 for potable water treatment.
8. ANSI / NSF Standard 60 Certification and Material Safety Data Sheet or its equivalent must accompany bid quote.

### SERVICE TO PROVIDE CHLORINE DIOXIDE – SPECIFICATIONS:

#### GENERAL DESCRIPTION

Bids are being sought for a service contract to provide Chlorine Dioxide (ClO<sub>2</sub>), generated on-site, as a pre-oxidant disinfectant, taste and odor, chlorite, chlorate, and trihalomethane control measure. The application for drinking water from various surface supplies.

It shall be understood and agreed that the duration of this contract will be for thirty-six (36) months and that the price stated shall remain firm for the duration of the contract. The price quoted shall be for three (3) chlorine dioxide generator units, each with an emergency backup unit, located at three (3) raw water intake sites (Pump Station #1 @ West Tower, West Treatment Plant and East Canal (seasonal) location) or by having spare parts easily available at each location within the city.

## REQUEST FOR BIDS FOR WATER PLANT CHEMICALS (Continued)

**Year 1: 270,720 lbs. Estimated**

**Year 2 & 3: 676,800 lbs. Estimated. Total supply of 947,520 lbs. – Sodium Chlorite for a 3 year supply (2,000 gals. Minimum Shipment)**

1. The successful bidder shall supply a system for generating CHLORINE DIOXIDE (CLO<sub>2</sub>) as an aqueous solution from the reaction of SODIUM CHLORITE and CHLORINE GAS. The unit shall be capable of delivering the required amount of CLO<sub>2</sub> at each feed point on a continuous basis, 24 hours a day. No chlorine dioxide tanks and subsequent feed pumps shall be used.
2. The unit shall be properly sized and designed specifically for the intended application set forth in the general description above. The unit shall be equipped with a flow measuring device to assist in maintaining system efficiency and to prevent waste to plant water.
3. The reaction product purity shall not be less than 95% CLO<sub>2</sub>, in continuous on-line maximum rated flow production.
4. Bidder shall supply all equipment and materials necessary to generate solution on-site except for electricity, plant water at system pressure, chlorine gas, pH adjustment material, and containment for the seasonal location which would require a containment for (4) four (55) fifty-five gallon barrels of Sodium Chlorite if required. All equipment and materials furnished shall be suitable for the application specified and shall comply with all Federal, State, and Local Codes, Laws, and Ordinances.
5. The bidder's SODIUM CHLORITE solution must be approved and registered with the ENVIRONMENTAL PROTECTION AGENCY (EPA): be acceptable to the TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) and conform to American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60 for use in public potable water systems.

The solution shall conform to:

Active Ingredient: 25% (+/- 1% by wt.) Na CLO<sub>2</sub>

Inert Ingredient: 75% (+/- 1% by wt.) H<sub>2</sub>O

Appearance: Pale yellow slightly hazy liquid

Shelf Life One (1) year, minimum

Density: 10.3 to 10.5 lbs./gallon

Product Bulletins, Material Safety Data Sheets, and a certificate of analysis, including chlorite and chlorate concentration shall be provided for each truck load of sodium chlorite solution delivered.

6. Bidder shall include a calculation of the amount of sodium chlorite in gallons it takes to generate 100 pounds of chlorine dioxide, assuming 100% conversion.
7. Bidder shall supply, install, and maintain a heavy duty chemical storage tank for receiving, storing, and dispensing sodium chlorite on site. Bidder shall provide signage and warning of hazards in the storage and generation area.
8. Deliveries of sodium chlorite shall be by drivers thoroughly trained and familiar with the related hazards, safety measures, and spill clean-up procedures. ALL SPILLS AND LEAKAGE, REGARDLESS OF SIZE SHALL BE PROPERLY AND IMMEDIATELY CLEANED UP BY BIDDER'S PERSONNEL.

## REQUEST FOR BIDS FOR WATER PLANT CHEMICALS (Continued)

- a. All drivers delivering sodium chlorite will have received certified training, including a Chlorine Dioxide Safety and Handling Video.
  - b. Proper labeling, including hazard warnings, will be required on all delivery trucks.
  - c. Safety loading and unloading checklist will be used and signed before any chemical is delivered.
9. Prior to installation of the system, bidder shall deliver a complete and detailed installation and operation manual, including illustrations and drawings, Material Safety Data Sheets, and other hazardous warning information.
10. Bidder shall provide all necessary labor and materials for a complete installation. All work will be performed by workmen skilled and experience in the necessary crafts.
11. Bidder shall provide all necessary labor and materials to maintain the system at peak operating efficiency and safety and shall maintain a complete inventory of spare parts in local stock. All maintenance shall be performed by **TRAINED TECHNICIANS** familiar and experienced with the bidder's equipment. **SAID TECHNICIAN SHALL BE AVAILABLE 24 HOURS A DAY, 7 DAYS A WEEK, AND SHALL RESPOND WITHIN 4 HOURS ON ANY EMERGENCY.** He shall bring any and all replacement parts and tools required with him on the first response. Bidder shall absorb all repair costs.
12. Bidder's technician shall perform monthly routine generator efficiency reports, inspections, and preventive maintenance on the system as required, but not to exceed intervals of thirty (30) days. During each inspection, bidder's technician shall:
- a. Inspect the entire chlorine dioxide system for leaks and malfunctions.
  - b. Analyze influent and effluent treated water for chlorine dioxide
  - c. Analyze treated water for Total and Free Chlorine Residual, utilizing the DPD Method and Chlorine Dioxide Residuals at the application point, Plant influent, and the Point of Entry to the distribution system, utilizing the Amperometric Method II as outlined in the Standard Methods for the Examination of Water and Wastewater.
  - d. Check and calculate overall CLO<sub>2</sub> generator efficiency at various flow rates
  - e. Review Plant records and conduct required testing to insure maximum generator efficiency.
  - f. Provide initial or additional training to Plant Operator as required to maintain proficiency of all involved personnel, including the viewing of a Chlorine Dioxide Safety Video.

Bidder shall absorb all costs for the analytical, inspection, and preventative maintenance program set out above.

13. Startup and initial training shall be provided at no additional charge, and will include training operating PERSONNEL in the following areas:
- a. Checking the equipment installation.
  - b. Physical properties of chlorine dioxide, chlorine, chlorite, chlorate, and/or any other chemicals used in the system.
  - c. Chemistry/Methods of chlorine dioxide generation.
  - d. How to optimize generator performance.
  - e. Maintenance and repair procedures.

## REQUEST FOR BIDS FOR WATER PLANT CHEMICALS (Continued)

- f. Sampling and analytical procedures for chlorine dioxide, chlorine, and chlorite determinations, yields, and residuals.
  - g. Safety considerations in operations and chemical handling, including viewing of a comprehensive Chlorine Dioxide Safety Video.
14. Bidder shall provide the following tests every month during the life of the contract agreement; sampling consists of two(2) distribution, three-sample sets, and two (2) Point of Entry samples, for a total of eight (8) sample analysis. Methods of analysis shall be as specified in 40 Code Federal Regulations or by any alternative analytical technique specified by the Executive Director and approved by the Administrator under 40 CFR ' 141.27. All samples to be analyzed by a laboratory certified by the Texas Department of Health Bureau of Laboratories. Bidder shall absorb all testing costs.
- a. Chlorite Analysis
  - b. Total Trihalomethane Analysis
15. Bidder's chlorine dioxide equipment shall be capable of functioning manually, automatically, and proportionally.
- a. Manual ON-OFF operation shall occur by switch. During OFF cycle, generation equipment and effluent piping shall be automatically purged of chlorine dioxide solution.
  - b. Automatic operation shall occur by 24 hour a day, 7 day a week timer. A water purge shall occur automatically during OFF time to adequately evacuate generation equipment and effluent piping of chlorine dioxide solution.
  - c. Proportional control shall feed precursor chemical in direct proportion to a 4-20 mA signal. Plant to provide 4-20 mA signal used on Plant's water production.
  - d. Bidder's chlorine dioxide equipment will have an emergency shut-down device to stop the chlorine dioxide generation process as well as emergency purge cycle to evacuate all chlorine dioxide solution from generation equipment and associated piping.
  - e. Bidder's chlorine dioxide equipment shall contain a switch device and means to alarm plant operations of a loss of chlorine. Said switch device will be interlocked to shut down precursor chemical system.
  - f. Bidder's chlorine dioxide equipment shall contain a notification device and means of alarm to plant operations of a loss of motive water to unit. Said alarm switch to be interlocked to shut off chlorine gas and chemical injection system.
  - g. Bidder shall provide copy of valid and applicable commercial general liability policy with \$1,000,000 per occurrence, \$3-5 million dollar aggregate limits with additional insured endorsement and pollution coverage extension endorsement.
  - h. Bidder shall guarantee pricing for the duration of the contract.
  - i. Bidder's current credit rating must be provided with bid.
  - j. Delivery product shall be no more than five (5) days after notification by authorized CITY PERSONNEL.
  - k. Bidder shall submit bid based on a price per pound of specified sodium chlorite solution, shall be F.O.B. City of Edinburg, and include deposit, rent, or demurrage charges if applicable. The City will not be responsible for any additional costs not included in the bid price.
  - l. In the event the chlorine dioxide equipment is no longer required, desired, or a different bidder is successful, bidder will be given thirty (30) day notice and shall remove equipment at bidder's expense.

## REQUEST FOR BIDS FOR WATER PLANT CHEMICALS (Continued)

All bidders will be required to submit proof of qualifications, including references, all insurance coverage's, names of current SERVICE PERSONNEL, EPA registration number for sodium chlorite, laboratory qualifications, ANSI/NSF Standard 60 Certification, Material Safety Data Sheets, written acceptance of State Regulatory Officials if account references (or no references are available) are outside of the State of Texas, and all other pertinent information related to this bid.

16. The undersigned hereby certifies that he/she understands all the above, has read them carefully, and shall deliver and furnish all articles or services specified in these specification.

**DATE:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**CITY OF EDINBURG  
 BID FORM FOR  
 WATER PLANT CHEMICALS**

**BID NO. 2017-23**

**BID OPENING DATE: October 17, 2016 at 3:00 p.m.**

I/We submit the following bid in **ORIGINAL FORM** for **WATER PLANT CHEMICALS** according to City of Edinburg requirements, less tax:

**NOTE:** In addition to responding to our “local” solicitation for bids/proposals vendors/contractors are encouraged to provide pricing on the above referenced items/products/services based on Buy board, H-GAC, TXMAS and/or any other **State of Texas recognized and approved cooperative** which has complied with the bidding requirements for the State of Texas (**any and all applicable fees must be included**). **All cooperative pricing must be submitted on or before bid/proposal opening date and hour.**

<b><u>CHECK ONE</u></b>	
<input type="checkbox"/> <b>BUYBOARD</b>	<input type="checkbox"/> <b>H-GAC</b>
<input type="checkbox"/> <b>TX DIR</b>	<input type="checkbox"/> <b>TFC</b>
<input type="checkbox"/> <b>TXMAS</b>	<input type="checkbox"/> <b>OTHER</b> _____
<input type="checkbox"/> <b>DEALER/LOCAL</b>	<b>Specify</b>
CONTRACT NUMBER: _____ COMMODITY NUMBER: _____ (If applicable) (If applicable)	

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	135,000 Gal.	LIQUID AMMONIUM SULFATE (LAS) <b>(Estimated 36 Month Supply)</b>	\$/GAL	\$
2	7,500,000 Lbs.	NSF LIQUID ALUMINUM SULFATE/POLYMER/COPPER SULFATE BLEND <b>(Estimated 36 Month Supply)</b>	\$/LB.	\$
3	812,160 Lbs.	SODIUM CHLORITE W/SERVICE MAINTENANCE CONTRACT <b>(Estimated 36 Month Supply)</b>	\$/LB.	\$
4	134 TON	NSF CHLORINE GAS (1-TON CONTAINER)	\$/CON.	\$
5	15 CYLS.	NSF CHLORINE GAS (150 LB. CYLINDER)	\$/CYL.	\$

**BID FORM FOR WATER PLANT CHEMICALS (Continued):**

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
6	60 CYLS.	NITROGEN, COMPRESSED (150 LB. CYLINDER)	\$ _____/CYL.	\$ _____
7	10,000 LBS.	COPPER SULFATE (LARGE CRYSTAL) BULK ORDER	\$ _____/BULK.	\$ _____
8		<b>GRAND TOTAL</b>		\$ _____

*All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.*

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**SIGNATURE:** \_\_\_\_\_

**TYPE/PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE NO.:** \_\_\_\_\_

**FAX NO.:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_