

**CITY OF MISSION
SOLICITATION, OFFER AND AWARD FORM**

**SOLICITATION INFORMATION
REQUEST FOR BIDS (RFB)**

1. BID NO.: 16-302-09-26
2. ISSUE DATE: September 12, 2016
3. FOR INFORMATION CONTACT: (No collect calls)
NAME: Crissy Cantu, Buyer
TELEPHONE: (956) 580-8667 **FAX:** (956) 580-8798
E-MAIL: ccantu@missiontexas.us

4. BRIEF DESCRIPTION:

**CHEMICALS FOR WATER & WASTE WATER
TREATMENT PLANTS**

5. PRE-BID/PROPOSAL CONFERENCE:

*** There WILL **NOT** be a conference. ***
LOCATION:
DATE:
TIME:

6. ADVERTISING DATES:
1st Week of Advertisement Date: __09__/_12__/_16__
2nd Week of Advertisement Date: __09__/_19__/_16__

6. SUBMIT OFFER TO:
Mailing/Hand/Commercial Courier Delivery

**City of Mission
Purchasing Department
1201 E. 8th Street R101
Mission, TX 78572
Bid # 16-302-09-26**

7. OFFER SUBMISSION DUE DATE AND TIME:
DATE: September 26, 2016
TIME: 2:00 PM CST

7. No Facsimiles or late arrivals will be accepted. Any bids received after offer submission due date and time will not be opened and will be returned. City of Mission Purchasing Department time stamp clock will be the governing time for acceptability of bids. Overnight mail must also be properly labeled on the outside of the express envelope or package in reference to RFB.

8. SUBMIT WITH OFFER: Original offer and 2 photocopies including documents and attachments so indicated on Page 2 of this form.

9. Offers submitted in response to an RFB will be opened publicly by The City of Mission Purchasing Department, immediately after the submission due date and time. Offers submitted in response to an RFP will NOT be publicly opened.

10. FIRM OFFER PERIOD: Offers submitted shall remain firm for a period of 60 calendar days from the final due date for bids.

11. NOTE: For Invitation for Bids, "offer" and "offeror" mean "bid" and "bidder".

**OFFER
(To be completed by Offeror)**

12. In compliance with the above, the undersigned agrees, if this offer is accepted within the period specified in Block 10, above, to furnish any or all items, or provide the service(s), upon which prices are offered in the Schedule at the price set opposite each item or service, and to deliver the item(s) and or perform the service(s) at the designated location(s) within the time specified.

13. BIDDERS NAME, ADDRESS: (Type or Print)

TELEPHONE: **E-MAIL:**
CELL PHONE: **FAX:**

14. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN THE OFFER: (Type or Print)

15. BIDDERS SIGNATURE & DATE:

**AWARD
(To be completed by City of Mission)**

16. TOTAL AMOUNT OF AWARD:

17. PURCHASING AGENT SIGNATURE & DATE OF AWARD:

Name: _____ Signature: _____ Date: ___/___/___

SOLICITATION INDEX

20. CONTENTS: (DOCUMENTS WITH A YES ARE TO BE SUBMITTED WITH OFFER)

	NAME	FORM DESCRIPTION	SUBMIT WITH OFFER?
●	Cover Sheet	Solicitation, Offer and Award Form (Complete in its entirety to include Sign and Date)	YES
●	Instructions to Bidders	General Terms & Conditions	YES
		Bid Bond of 5% of Total Amount of Bid	YES
		Delivery Terms	YES
		Payment & Performance Bonds	NO
		Milestone Schedule	NO
	Insurance Certificate		NO
●	Schedule of Subcontractor(s)/Subconsultant(s)	Attachment #1	YES
●	Non-Collusive Bidding Certificate	Vendor Acknowledgement Form	YES
●	Pricing Schedule	Signed and Completed	YES
●	Addenda Checklist	Confirmation Receipt of Addendum(s)	YES
●	Disclosure of Interested Parties	Certificate of Interested Parties	NO
●	Bidder's General Questionnaire	General Questions (Supporting Documentations)	YES
●	CIQ Questionnaire	Conflict of Interest Questionnaire	YES
●	Specifications/Scope of Work	Description of Chemicals for Water & Waste Water Treatment Plants	NO

21. ACKNOWLEDGMENT OF ADDENDUMS:

Offeror acknowledges receipt of the following addendum(s) to the solicitation:

(Identify addendum number and date of each.)

	ADDENDUMS #	DATE	ADDENDUMS #	DATE

CITY OF MISSION
INSTRUCTIONS TO BIDDER – GENERAL TERMS AND CONDITIONS
BID NAME/NO.: CHEMICALS FOR WATER & WASTE WATER TREATMENT PLANTS/16-302-09-26

Please read your specifications thoroughly and be sure that the offered complies with all requirements. Variation from the specifications will not be allowed. The successful bidder, will be required that “Chemicals for Water & Waste Water Treatment Plants” be provided as specified.

- (1) Sealed bids will be received for “Chemicals for Water & Waste Water Treatment Plants” in accordance with the specifications attached hereto.
- (2) The chemicals purchased under this Request for Bids shall be in accordance to the specifications. All specifications shown are minimum requirements. There is no intention to disqualify any bidder who exceeds these specifications.
- (3) One (1) original and two (2) copies of RFB must be enclosed in a sealed envelope with vendor’s name and return address clearly typed/printed on upper left hand corner and proper notation clearly type/printed on the lower left hand corner **“Request for Bids” – “Chemicals for Water & Waste Water Treatment Plants” – Bid #16-302-09-26** and delivered to City of Mission Purchasing Department, 1201 East 8th Street, Mission, Texas 78572 on or before 2:00 p.m., **Monday, September 26, 2016**. No Facsimiles or late arrivals will be accepted. Any RFB received after that time will not be opened and will be returned. Overnight mail must also be properly labeled on the outside of the express envelope or package in reference to RFB.
- (4) 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 FIRM IN A CONTRACT**. Firm name and authorized signature must appear on each page that calls for this information.
- (5) 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 Mission.
- (6) **STATE SALES TAX MUST NOT BE INCLUDED IN BID.**
- (7) No substitutions or cancellations permitted without written approval of the City of Mission.
- (8) If unable to bid, bidder should return inquiry giving reasons.
- (9) Any parts not specifically mentioned which are necessary for the work to be complete and for use or which are normally furnished as standard equipment shall be furnished by the successful bidder and shall confirm in strength, quality, and workmanship to the accepted standard of the industry.
- (10) Number of days required to deliver “Chemicals for Water & Waste Water Treatment Plants” after receiving order must be stated in bid. Failure to do so state will obligate bidder to complete delivery within TWO (2) WEEKS.
- (11) When delay can be foreseen, bidder shall give prior notice to the City of Mission. Bidder must keep City of Mission advised at all times of status of order. Default in promised delivery (without acceptable reasons) or failure to meet specifications, authorizes the City of Mission to purchase such delivery of “Chemicals for Water & Waste Water Treatment Plants” off contract. Change increase in cost and handling to defaulting for “Chemicals for Water & Waste Water Treatment Plants” will be the sole responsibility of the contractor.
 - (A) Acceptable reasons for delayed delivery(ies) are as follows; Act of God (floods, tornadoes, hurricanes, etc), acts of government, fire strikes, war.

(12) Quote F.O.B Mission, Texas and show exact cost to deliver.

(13) Delivery: City of Mission, North Water Treatment Plant, South Water Treatment Plants, and Waste Water Treatment Plants. All loads shall be delivered by the contractor to the locations designated by the City of Mission personnel at time or order. All shipments shall be placed at the exact spot(s) designated by the City of Mission personnel.

- The following are the locations for delivery of **Polymer:**

1.) North Water Treatment Plant
2801 N Holland Avenue
Mission, Texas 78572

2.) South Water Treatment Plant
514 Perkins Avenue
Mission, Texas 78572

Delivery days after receipt of purchase order: * _____ days

- The following are the locations for delivery of **Chlorine Gas:**

1.) North Water Treatment Plant
2801 N Holland Avenue
Mission, Texas 78572

2.) South Water Treatment Plant
514 Perkins Avenue
Mission, Texas 78572

Delivery days after receipt of purchase order: * _____ days

- The following are the locations for delivery of **Powdered Activated Carbon:**

1.) North Water Treatment Plant
2801 N Holland Avenue
Mission, Texas 78572

2.) South Water Treatment Plant
514 Perkins Avenue
Mission, Texas 78572

Delivery days after receipt of purchase order: * _____ days

- The following is the location for delivery of **Liquid Emulsion Polymer:**

1.) Waste Water Treatment Plant
906 S. Conway Avenue
Mission, Texas 78572

Delivery days after receipt of purchase order: * _____ days

- The following is the location for delivery of **Odor Control (liquid):**

1.) Waste Water Treatment Plant
906 S. Conway Avenue
Mission, Texas 78572

Delivery days after receipt of purchase order: * _____ days

- The following is the location for delivery of **Odor Control (block):**

1.) Waste Water Treatment Plant
906 S. Conway Avenue
Mission, Texas 78572

Delivery days after receipt of purchase order: * _____ days

Delivery and quantity to be on an as needed basis

Is bidder able and willing to make deliveries on weekends and/or holidays at contract unit price?

Yes _____ No _____

Please identify the name of person to contact in case of an emergency and the telephone number where this person can be reached:

Please identify the hours of operation:

Please provide toll free telephone number:

Please identify name of at least persons (2) authorized to receive orders:

***Note: It is the City of Mission's intent to issue a blanket purchase order to awarded vendor. City of Mission staff will then call in partial orders until the quantity and/or dollar amount is exhausted. Delivery will not be a one-time order.**

(14) Evaluation and Basis for Award

(A) Item Pricing/Potential Multiple Awards

Offerors may provide pricing for any one or more line items. Award of contract shall be made on an item-by-item basis. As such, multiple contract awards may be made.

(B) Estimated Quantities

The quantities specified in the Schedule are estimates only, are used as a basis for determining award of the contract. Purchases will be made in amounts needed and on an as needed basis.

(C) Unit and Extended Pricing

Offerors shall insert the unit price and extended amount for each line item offered on the price schedule. If a line item is offered at "No Cost," enter "No Cost" in the unit price column. Additionally, offerors shall calculate and insert the total price in the space provided on the price schedule.

(D) Delivery Terms

Show guaranteed exact cost to deliver in unit price. Bid in units of quantity specified extend and show total. In the event of discrepancies in extended price, unit prices will govern. Bids subject to unlimited price increase will not be considered.

(15) The Bidder agrees to indemnify and save harmless the City, the Purchasing Director and any assistants from all suits and actions of every nature and descriptive brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he/she 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 Director as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

(16) Bidder shall carefully examine the bid forms, specifications, and instructions to Bidder. Should the Bidder find discrepancies in, or omissions from Bid forms, specifications, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent (Mission City Hall, (956) 580-8667) and obtain clarification by addendum prior to submitting any Bid.

1. BILLING AND PAYMENT INSTRUCTIONS

Invoices must include:

- a. Name and address of successful vendor
 - b. Name and address of receiving department or official
 - c. Purchase Order Number (if any)
 - d. Notation - **“Chemicals for Water & Waste Water Treatment Plants”**
 - e. Descriptive information as to the items or services delivered, including product code, item number, quantity etc.
2. The City of Mission will execute payment by mail within fifteen (15) working days after **“Chemicals for Water & Waste Water Treatment Plants”** have (has) been received/completed and found to meet the City of Mission specifications. No other method of payment will be considered.

(17) Funds for this procurement have been provided through the City budget for this fiscal year only. Funds are not presently available for performance under this contract beyond the current fiscal year. City, on an annual basis, has the right to reconsider a contract during the budget process for the ensuing years if financial resources of City are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the City which is payable out of funds beyond the current fiscal year.

(18) The bidder is specifically advised that the bid must be accompanied by a bid bond from a reliable surety company licensed to operate in the State of Texas, totaling five percent (5%) per line item, as a guaranty that if awarded the bid, the bidder shall meet all specification requirements and delivery date(s). A certified cashier's check will be allowed in lieu of a bid bond for five (5%) of the total amount for each line item.

- a. Bidder's failure to comply with specification requirements and delivery date(s) shall forfeit the check(s) or bid bond(s) as identified in this paragraph of these general terms and conditions to bidders. Such check(s) or bid bond(s) will be returned to all except three lowest bidders within ten(10) business days after opening of bids, and the remaining check(s) or bid bond(s) to exclude the successful bidders will be returned promptly after an official awarded of contract.
- b. Certified cashier's check or bid bond from a reliable surety company of the awarded bidder shall be returned upon receipt of final delivery/acceptance of said goods or services along with payment/performance bond(s) by the Owner. If no award has been made within (60) days after opening of bids, check(s) and/or bid bond(s) will be returned accordingly.

(19) The City of Mission reserves the right to waive or take exception to any part of these specifications when in the best interest of the City of Mission.

(20) Number of days and/or weeks stated on bid form for complete delivery of service will be a factor in the evaluation and award to bid.

(21) Contract will be for a period of one (1) year, commencing from date of award and ending one (1) year thereafter. It is at the sole option of the City of Mission to exercise two, one year extensions. The total duration of this contract, including the exercise of any renewals under this clause, shall not exceed (3) years.

(22) The City of Mission may hold bids 60 days after bid opening without taking action. Respondents/Bidders are required to hold their bids firm for the same period of time.

- (23) The City of Mission reserves the right to reject any or all bids, to waive any or all formalities or technicalities and to make such awards of Bidder as may be deemed to be the best and most advantageous to the City of Mission.
- (24) LIQUIDATED DAMAGES FOR DELAY: And the CONTRACTOR agrees that time is the essence of this contract, and that for each day of delay beyond the number of working days herein agreed upon for the completion of the work herein specified and contracted for (after due allowance for such extension of time as is provided for under Extension of Time herein) above the OWNER may withhold permanently for the CONTRACTOR'S total compensation, the sum of one hundred dollars per day Dollars \$100.00/day as stipulated damages for such delay.
- (25) Insurance Requirements for Supply/Services and/or Construction

(a) Required Coverage. The Contractor shall, at all times during the term of this contract and extended terms thereof, provide and maintain the following types of insurance protecting the interests of the City of Mission and the Contractor with limits of liability not less than those specified below.

Commercial General Liability insurance or its equivalent, **listing City of Mission as an additional insured**, providing limits of not less than \$500,000 for bodily injury and property damage per occurrence, consistent with potential exposure to City under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims arising out of the services, construction, etc. provided with a general aggregate of \$1,000,000, and a products and completed operations aggregate of \$1,000,000. Coverage should include: Damaged to rented premises at a minimum of \$100,000 per occurrence. There shall not be any policy exclusions or limitations for the following as well:

Contractual Liability covering Contractor's obligations herein
Personal Injury Advertising Liability
Medical Payments
Fire Damage Legal Liability
Broad Form Property Damage
Liability for Independent Contractors

(b) Automobile liability insurance policy with combined single limit of at least Five Hundred Thousand Dollars (\$500,000.00) per occurrence, consistent with potential exposure to City under the Texas Tort Claims Act.

(c) Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

(d) A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of City consistent with potential exposure of City under the Texas Tort Claims Act;

(e) Workers' Compensation and Employers' Liability- insurance is equivalent to State of Texas Workers' Compensation Statutory Limits, providing limits of not less than \$1,000,000 for each accident, each disease per employee \$1,000,000, and policy limit of no less than \$1,000,000. There shall not be any policy exclusions or limitations.

(f) Certificates of Insurance. Before commencing execution of this contract, and within 7 calendar days from date of award of contract, the Contractor shall furnish Original proof of insurance via Certificates of Insurance satisfactory to the City of Mission at the following addresses,

City of Mission
Crissy Cantu, Buyer
1201 E. 8th Street
Mission, TX 78572

evidencing that insurance as required by paragraph (a) above is in force, stating policy number dates of expiration and limits of liability thereunder. All copies of policies and Certificates of Insurance submitted to the City shall be in a form and content acceptable to the City.

(g) Approval of Forms and Companies. All coverage described in this contract shall be in a form and content satisfactory to the Purchasing Agent. No party subject to the provisions of this contract shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein. All insurance should be provided by insurance companies with a Best's rating of A- or better. Please include proof of such rating with your coverage documents.

(h) Additional Insured Endorsement. The policy or policies providing Commercial General Liability, and as otherwise required above, shall be endorsed to name City of Mission, their directors, officers, representatives, agents, and employees as Additional Insurers with respects to operations performed by or on behalf of the Contractor in the performance of this contract via ISO endorsements CG 2037 or its equivalent. The policy shall also be endorsed to name other interests as directed by City of Mission.

(i) Notice of Cancellation or Material Changes. Policies and/or Certificates shall **specifically** provide that a thirty (30) day notice of cancellation, non-renewal, or material change be sent to the City.

(j) Multiple Policies. The limits of liability as required above may be provided by a single policy of insurance or a combination of primary, excess, or umbrella liability policies. But in no event shall the total limit of liability of any one occurrence or accident be less than the amount shown above.

(k) Deductibles. Companies issuing the insurance policies and the Contractor shall have no recourse against the City for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Contractor.

(l) Subcontractors. If any part of the work is sublet, the Contractor shall require any and all subcontractors performing work under this contract to carry General Liability and Products, and Construction Liability Insurance, with limits of liability that Contractor shall deem appropriate and adequate to protect the interests of the City. In the event a subcontractor is unable to furnish insurance in accordance to section (a) above, the Contractor shall endorse the subcontractor as an Additional Insured. Insurance certificates for subcontractors shall be furnished to the City of Mission upon request.

(m) No Release. The carrying of the above-described coverage shall in no way be interpreted as relieving the Contractor of any other responsibility or liability under this agreement, or any applicable law, statute, regulation, or order.

(27) Bidders are advised that they must be in compliance with the below mentioned law:

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 Mission not later than the 7th 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.

Please complete the attached Conflict of Interest Questionnaire.

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.

(28)Disclosure of Interested Parties

Contractor is to comply with Government Code Section 2252.908 enacted by H.B. 1295, which prohibits a government entity or state agency from entering into certain contracts with a business entity unless the business entity submits a disclosure of interested parties. For more information go to the Texas Ethics Commission web page at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

(29)Termination of Contract: The City of Mission reserves the right to terminate the contract if, in the opinion of the City of Mission, the successful vendor’s and/or contractors performance is not acceptable, if the City is being repeatedly overcharged, improperly charged, no funds available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a **30-day notice**.

(30)Sample Requirements

Upon request, the bidder agrees to supply at no cost to City samples of the products proposed for testing prior to contract award. Samples will be available and submitted to City within five (5) days of request, oral and written, by City and will be returned at bidder’s cost only on request from the vendor after testing is complete. Parts returned may not be in the same condition as originally sent to and received by City. Function test (if required) is verification that the chemicals meet the manufacturers’ specification and/or performance requirements.

(31)Descriptive Literature

- (a) Bidders shall submit, along with the Pricing Schedule, descriptive literature for all items that are not described by specific manufacturer, and/or for items that the bidder is offering as an "Equal Brand Name." Descriptive literature must be (1) received by the time specified in this solicitation for receipt of bids, and (2) clearly marked to identify the specific item(s) of the bid to which it applies.
- (b) "Descriptive literature" means information furnished, such as cuts, illustrations, drawings, and brochures that clearly shows an item’s characteristics, construction, or explains its operation.
- (c) Descriptive literature is used to determine whether the item(s) offered comply with the solicitation requirements. It is used to identify details of the item(s) pertaining to such significant elements as: (1) design; (2) materials; (3) components; (4) performance characteristics; and (5) methods of manufacture, assembly, construction, and/or operation. Descriptive literature includes only that information required to determine the technical acceptability of the offered product. It does not include other information such as that used to determine a prospective contractor’s responsibility, or for maintaining the item(s).
- (d) Failure of a bidder to submit descriptive literature on time, or failure of the descriptive literature to clearly show that the item(s) offered conform to the requirements of this solicitation shall result in rejection of the bid as nonresponsive.

CITY OF MISSION
PRICING SCHEDULE

BID NAME/NO.: CHEMICALS FOR WATER & WASTE WATER TREATMENT PLANTS/16-302-09-26

Line Item	Estimated Qty	UOM	Item Description BASE TERM (1 YEAR)	Unit Price	Extension
1.	300,000	Lbs.	Polymer as follows: Bidder shall supply Polymer as an aqueous solution	\$ _____/lb	\$ _____
2.	180	One-ton Container	Chlorine Gas as follows: Bidder shall supply Chlorine Gas in one (1) ton containers	\$ _____/container	\$ _____
3.	65,000	Lbs.	Powdered Activated Carbon as follows: Bidder shall supply Powdered Activated Carbon as a powdered solution	\$ _____/lb	\$ _____
4.	6,875	Gal.	Liquid Emulsion Polymer as follows: Bidder shall supply Liquid Emulsion Polymer as an aqueous solution	\$ _____/gal	\$ _____
5.	160	Drums	Odor Control as follows: Bidder shall supply Odor Control in liquid form delivered in 55-65 gallon drums	\$ _____/gal	\$ _____
6.	100	Cases	Odor Control as follows: Bidder shall supply Odor Control in a Cherry block form-water based delivered in 20 lbs block per case	\$ _____/block	\$ _____

Renewal Terms: The City of Mission shall reserve the option to renew this order for an additional two (2) consecutive, one (1) year periods at the end of the service period. A bidder may offer a fixed maximum percentage of escalation for each of the additional two years. The term of this contract shall be one (1) year from contract award date. The amount of escalation will be taken into consideration in evaluation of the bid. State maximum percentage of escalation as follows:

Renewal %'s Options for **Polymer:**

- * _____ % 1st year renewal term
- * _____ % 2nd year renewal term

Renewal %'s Options for **Chlorine Gas:**

- * _____ % 1st year renewal term
- * _____ % 2nd year renewal term

CITY OF MISSION
SPECIFICATIONS

BID NAME/NO.: CHEMICALS FOR WATER & WASTE WATER TREATMENT PLANTS/16-302-09-26

- I. Scope of Work: The City of Mission is accepting bids for chemicals for Chemicals for Water & Waste Water Treatment Plants for the North and South Water Treatment Plants.
- II. General Information: The maximum plant flow at the North Water Plant is 17.5 mgd and the minimum plant flow is 7.0 mgd. The average plant flow is 10.5 mgd. The maximum plant flow at the South Water Plant is 8.0 mgd and the minimum plant flow is 6.0 mgd. The average plant flow is 7.0mgd.
- III. General Information: The maximum plant flow at the Waste Water Plant is 9.2 mgd and the minimum plant flow is 5.2 mgd.
- IV. Specifications: Please read your specifications thoroughly and be sure that the Chemicals for Water & Waste Water Treatment Plants offered complies with all requirements. Variations from the specifications will not be allowed. The City requires for a product bulletin and material safety data sheets to be included with bid.
- IV. Delivery: Deliveries of Chemicals for Water & Waste Water Treatment Plants 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 THE BIDDER'S PERSONNEL.** Proper labeling, including hazard warnings, will be required on all delivery trucks.

CITY OF MISSION
SPECIFICATIONS

BID NAME/NO.: CHEMICALS FOR WATER & WASTE WATER TREATMENT PLANTS/16-302-09-26
CHEMICAL NAME: POLYMER

Scope of Work: The City of Mission is accepting bids for Polymer for the North and South Water Treatment Plants.

General Information: The maximum plant flow at the North Water Plant is 11.5 mgd and the minimum plant flow is 6.0 mgd. The average plant flow is 8.0 mgd. The maximum plant flow at the South Water Plant is 8.0 mgd and the minimum plant flow is 6.0 mgd. The average plant flow is 7.0mgd.

Specifications: Please read your specifications thoroughly and be sure that the Polymer offered complies with all requirements. Any variations from the specifications must be clearly indicated on item specification sheet and covered by letter attached to any changes made on your bid responses.

Item Description
<p>Polymer as follows:</p> <ul style="list-style-type: none">a. Bidder shall supply Polymer as an aqueous solution.b. The bidder's Polymer must be approved and registered as an NSF Standard 60 product for use in potable water systems.c. Solution shall conform to the following:<ul style="list-style-type: none">i. pH: 6.0-8.0ii. Solubility in water: completeiii. Specific Gravity (water = 1): 1.017-1.019iv. Appearance: clear, straw colored liquid no odorv. Shelf Life: One (1) year, minimumvi. Boiling Point: 212 F (100 C)vii. Viscosity @ 25 C: 200 – 600 Centipoise (cp)viii. To include product bulletin and material safety data sheetsd. To include delivery and storage of 3,000 gallon double wall bulk storage tank and installatione. Historical annual usage for North and South Water Plants: 74,000 lbs. delivered in loadsf. To include product bulletin and material safety data sheets

CITY OF MISSION
SPECIFICATIONS

BID NAME/NO.: CHEMICALS FOR WATER & WASTE WATER TREATMENT PLANTS/16-302-09-26
CHEMICAL NAME: CHLORINE GAS

Scope of Work: The City of Mission is accepting bids for Chlorine Gas for the North and South Water Treatment Plants.

General Information: The maximum plant flow at the North Water Plant is 11.5 mgd and the minimum plant flow is 6.0 mgd. The average plant flow is 8.0 mgd. The maximum plant flow at the South Water Plant is 8.0 mgd and the minimum plant flow is 6.0 mgd. The average plant flow is 7.0mgd.

Specifications: Please read your specifications thoroughly and be sure that the Chlorine Gas offered complies with all requirements. Any variations from the specifications must be clearly indicated on item specification sheet and covered by letter attached to any changes made on your bid responses.

Item Description
<p>Chlorine Gas as follows:</p> <ul style="list-style-type: none">a. Bidder shall supply Chlorine Gas in one (1) ton containers.b. One (1) ton containers shall conform to the following:<ul style="list-style-type: none">i. The containers shall meet the U.S. Department of Transportation standards.ii. Each container shall have three fusible metal plugs in each and designed to melt at about 158° F.iii. One end of the container shall be fitted with two valves, permitting the withdrawal of either Chlorine Gas or liquid.iv. All containers shall be up-to-date on their required hydrostatic testing.v. All containers shall be delivered and put in place by bidder.c. An inventory of three (3), one (1) ton, containers on sight at all times.d. Historical annual usage:<ul style="list-style-type: none">i. South Water Plant: 155 one-ton containersii. North Water Plant: 155 one-ton containerse. To include product bulletin and material safety data sheets

CITY OF MISSION
SPECIFICATIONS

BID NAME/NO.: CHEMICALS FOR WATER & WASTE WATER TREATMENT PLANTS/16-302-09-26
CHEMICAL NAME: POWDERED ACTIVATED CARBON

Scope of Work: The City of Mission is accepting bids for Powdered Activated Carbon for the North and South Water Treatment Plants.

General Information: The maximum plant flow at the North Water Plant is 17.5 mgd and the minimum plant flow is 8.0 mgd. The average plant flow is 10.0 mgd. The maximum plant flow at the South Water Plant is 8.0 mgd and the minimum plant flow is 6.0 mgd. The average plant flow is 7.0mgd.

Specifications: Please read your specifications thoroughly and be sure that the Powdered Activated Carbon offered complies with all requirements. Any variations from the specifications must be clearly indicated on item specification sheet and covered by letter attached to any changes made on your bid responses.

Item Description
<p>Powdered Activated Carbon as follows:</p> <ol style="list-style-type: none">a. Bidder shall supply Powdered Activated Carbon as a powdered solutionb. The bidder's Powdered Activated Carbon must be approved and registered as an NSF Standard 60 product for use in potable water systems.c. The solution shall conform to the following:<ol style="list-style-type: none">i. Molasses decolorizing efficiency: 75 min.ii. Iodine number, mg/g: 500 min.iii. Moisture, % as packed: 8 max.iv. Mesh size (U.S. Sieve series):<ul style="list-style-type: none">• Less than 100 mesh (150 μm), %: 99 min.• Less than 200 mesh (75 μm), %: 95 min.• Less than 325 mesh (45 μm), %: 90 min.v. Shelf life: one (1) yeard. Example: HYDRODARCO B or equale. The product shall be delivered in truck loads with lift gate.f. Historical annual usage for South & North Water Plants: 115,000 lbs.g. To include product bulletin and material safety data sheetsh. Driver is responsible for unloading pallets

CITY OF MISSION
SPECIFICATIONS

BID NAME/NO.: CHEMICALS FOR WATER & WASTE WATER TREATMENT PLANTS/16-302-09-26
CHEMICAL NAME: LIQUID EMULSION POLYMER

Scope of Work: The City of Mission is accepting bids for Liquid Emulsion Polymer for the Waste Water Treatment Plant.

General Information: The maximum plant flow at the Waste Water Plant is 9.2 mgd and the minimum plant flow is 5.2 mgd.

Specifications: Please read your specifications thoroughly and be sure that the Liquid Emulsion Polymer offered complies with all requirements. Any variations from the specifications must be clearly indicated on item specification sheet and covered by letter attached to any changes made on your bid responses.

Item Description
<p>Liquid Emulsion Polymer as follows:</p> <ul style="list-style-type: none">a. The successful bidder shall supply Liquid Emulsion Polymer as an aqueous solution for the Wastewater Plant.b. Emulsion Polymer must be easily applied via a chemical pump.c. Emulsion Polymer must be FBSC1683 or approved equald. Equality will be based upon total active polymer content. Any testing to verify equality will be at the cost of the bidder.e. The bidder's Liquid Emulsion Polymer must be approved and registered with the EPA for use in wastewater.f. The solution shall conform to:<ul style="list-style-type: none">i. Product name (EPA registration): FBSC1683ii. Specific Gravity: 1.02-1.04iii. Weight (lbs/gal): 8.0-8.7iv. Odor: Mineralv. Appearance: Off-White Opaquevi. H (1.0% Sol.) @ 25 C: 3.0vii. Solubility: 100%viii. Boling Point: 200° F or 35cix. Freeze Point: 38° F or 0cx. Active Solids: 43%xi. Shelf Life: 6 months minimumg. Product shall be supplied in 55 gallon containers or totesh. Historical usage for the Wastewater Treatment Plant: 5,500 gallons delivered in loadsi. To include product bulletin and material safety data sheets

CITY OF MISSION
SPECIFICATIONS

BID NAME/NO.: CHEMICALS FOR WATER & WASTE WATER TREATMENT PLANTS/16-302-09-26
CHEMICAL NAME: ODOR CONTROL

Scope of Work: The City of Mission is accepting bids for Odor Control for the Waste Water Treatment Plant and Liftstations.

General Information: The maximum plant flow at the Waste Water Plant is 9.2 mgd and the minimum plant flow is 5.2 mgd.

Specifications: Please read your specifications thoroughly and be sure that the Odor Control offered complies with all requirements. Any variations from the specifications must be clearly indicated on item specification sheet and covered by letter attached to any changes made on your bid responses.

Item Description
<p>Odor Control as follows:</p> <ul style="list-style-type: none">a. The successful bidder shall supply Odor Control as an aqueous solution for the Wastewater Plant.b. Awarded vendor must allow the City of Mission an inventory of 10 drums and 10 cases at all times for Waste Water Plants and Liftstations.c. Awarded vendor must deliver additional containers as needed by the City of Mission within a period of two (2) calendar days after notification by telephoned. Neither the Contractor nor his employees engaged in the delivery and off-loading of the containers shall be considered employees of the City. The method and manner of performances 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.e. Contractor shall furnish the City of Mission upon request with factual information as to existence and financial stability of company, along with a list of present cities being serviced, and a laboratory test report of their ODOR CONTROL from an accredited chemical testing Laboratory Company. Laboratory test report shall be at the expense of the contractor.f. Contractor agrees not to charge the City of Mission any rental demurred charges.g. Chemical Name & Specific Use: Product shall be CONCENTRATED ODOR CONTROL MASKING AGENT LIQUID FORM AND IN BLOCK FORM -WATER BASEDh. Historical usage for the Wastewater Treatment Plant: Historical annual usage – Liquid concentrated odor control 55 gallon drums<ul style="list-style-type: none">- 96 Drums – WASTEWATER PLANT- 24 Drums – PRETREATMENT PLANT- 40 Drums – LIFTSTATIONSHistorical annual usage- Cherry blocks 20 lbs<ul style="list-style-type: none">- 20 Cases – WASTEWATER & PRETREATMENT- 40 Cases – LIFTSTATIONS- To include product bulletin and material safety data sheets

CITY OF MISSION
VENDOR ACKNOWLEDGMENT FORM - NON-COLLUSIVE BIDDING CERTIFICATION
BID NAME/NO.: CHEMICALS FOR WATER & WASTE WATER TREATMENT PLANTS / 16-302-09-26

I/We have read instructions to bidder and specifications. My/Our bid conforms to all bid specifications, conditions, and instructions as outlined by *CITY OF MISSION*.

Signing the Acknowledgment Form confirms that our company will enter into a binding contract with CITY OF MISSION for item(s) awarded to our company. I/We have read instructions to bidder and specifications.

The undersigned Bidder, by signing and executing this bid, certifies and represents to the CITY OF MISSION that Bidder has not been offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent of employee of the CITY OF MISSION concerning this bid on the basis of any consideration not authorized by law; the Bidder also certifies and represents that Bidder has not received any information not available to other bidders so as to give the undersigned a preferential advantage with respect to this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or member of the CITY OF MISSION in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or member of CITY OF MISSION in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

Date: _____
Company Name: _____
Signature: _____
Title: _____

Note: This form must be filled in and submitted with the sealed bid.

CITY OF MISSION
ADDENDA CHECKLIST

BID NAME/NO.: CHEMICALS FOR WATER & WASTE WATER TREATMENT PLANTS / 16-302-09-26

Bid of: _____
(Bidder Company Name)

To: City of Mission

Ref.: Chemicals for Water & Waste Water Treatment Plants RFB No.: **16-302-09-26**

Ladies and Gentlemen:

The undersigned Bidder hereby acknowledges receipt of the following Addenda to the captioned RFB (initial if applicable).

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____

Respectfully submitted,

Bidder: _____

By: _____

(Authorized Signature for Bidder)

Name: _____

Title: _____

Date: _____

GENERAL BUSINESS QUESTIONNAIRE
(SUPPLIES, SERVICES AND CONSTRUCTION)

This questionnaire, the requested list of references and the authorization to release financial information are used in part to assist in determining a potential contractor's responsibility. Offerors shall submit the General Business Questionnaire information within two (2) work days from the date of notification by the City, or with the offer, if so indicated in the Table of Contents page 2 of the Solicitation, Offer and Award Form. All information must be current and traceable. Each venturer of a joint venture must submit a separate signed form.

City of Mission reserves the right to make additional inquiries based on information submitted, or the lack thereof. Questions concerning this questionnaire or the authorization form should be directed to the contact person identified on the Solicitation, Offer and Award Form. In cases where a question does not apply or if unable to respond, offeror should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Offeror will explain the reason when responding N/A or N/R.

1. Name of Offeror ("Business"): _____

2. List name(s) and business address of officers and directors for corporations, partners for partnerships, and venturers for joint ventures (attach additional pages as necessary).

3. Number of years in business under present business name: _____

4. If applicable, list all other names under which the Business identified above operated in the last 5 years.

5. Annual Gross Revenue (Past year): (M represents millions, K represents thousands)
\$100K or less \$100K-\$500K \$500K-\$1M \$1M-\$5M \$5M-\$10M
\$10M-\$16M \$16M or Over

6. Will bidder/proposer provide a copy of its financial statements for the past two (2) years, if requested by City of Mission? Yes No

7. Number of current employees: _____

8. Has the Business, or any officer or partner thereof, failed to complete a contract? Yes No

9. Is any litigation pending against the Business? Yes No

10. Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, offeror needs to explain the expected impact, both in organizational and directional terms. Yes No

11. Has the Business ever been declared "not responsible" for the purpose of any governmental agency contract award? Yes No
12. Has the Business been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes No
13. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes No
14. Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default? Yes No
15. Is the Business in arrears on any contract or debt? Yes No
16. Has the Business been a defaulter, as a principal, surety, or otherwise? Yes No
17. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes No
18. Does offeror have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Bidder will provide a copy of the plan. Yes No
19. Does offeror have quality assurance program? If yes, offeror will describe its quality assurance program, its quality requirements, and how they are measured. Yes No
20. If a "yes" response is given under questions 9 through 19, please provide a detailed explanation including dates, reference to contract information, contacts, etc. (attach additional pages as necessary).

I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in this questionnaire is true and correct. I understand that any false statements or misrepresentations regarding the Business named above may result in: 1) termination of any or all contracts which City of Mission has or may have with the Business; 2) disqualification of the Business from consideration for contracts; 3) removal of the Business from City of Mission's vendors' list; or/and 4) legal action(s) applicable under federal, state, or local law.

Name: _____ Title: _____
 Signature: _____ Date: _____
 (Owner, CEO, President, Majority Stockholder or Designated Representative)

LIST OF REFERENCES FOR SIMILAR PROJECTS

Use additional pages as necessary.

1. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address:

2. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address:

3. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address:

4. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address:

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, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the 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 knowingly 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 who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment 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 income, 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 10 percent or more?

Yes No

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

4

Signature of person doing business with the governmental entity

Date