CITY OF MISSION
SOLICITATION, OFFER AND AWARD FORM

<table>
<thead>
<tr>
<th>SOLICITATION INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>REQUEST FOR BIDS (RFB)</td>
</tr>
</tbody>
</table>

1. BID NO.: 13-011-11-01

2. ISSUE DATE: October 19, 2012

3. FOR INFORMATION CONTACT: (No collect calls)
   NAME: Glorina Flores, Buyer
   TELEPHONE: (956) 580-8667  FAX: (956) 580-8798
   E-MAIL: gflores@missiontexas.us

4. BRIEF DESCRIPTION:
   Sodium Chlorite & Calcium Hypochlorite

5. PRE-BID CONFERENCE/GENERAL CONTRACTORS MEETING:
   *** There will be NO conference. ***

6. ADVERTISING DATES:
   1st Week of Advertisement Date: __10__/__19__/__12__
   2nd Week of Advertisement Date: __10__/__26__/__12__

7. SUBMIT OFFER TO:
   Mailing/Hand/Commercial Courier Delivery
   City of Mission
   Purchasing Department
   1201 E. 8th Street R101
   Mission, TX  78572
   Bid # 13-011-11-01

8. OFFER SUBMISSION DUE DATE AND TIME:
   DATE: November 1, 2012
   TIME: 2:00 PM CST

9. 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.

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

11. 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.

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

13. NOTE: For Invitation for Bids, “offer” and “offeror” mean “bid” and “bidder”.

14. In compliance with the above, the undersigned agrees, if this offer is accepted within the period specified in Block 12, 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.

15. BIDDERS NAME, ADDRESS: (Type or Print)
   TELEPHONE:
   CELL PHONE:
   E-MAIL:
   FAX:

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

17. BIDDERS SIGNATURE & DATE:

18. TOTAL AMOUNT OF AWARD:

19. PURCHASING AGENT SIGNATURE & DATE OF AWARD:
   Name: _____________________________________  Signature: ______________________________ Date: ____/____/_____
## 20. CONTENTS: (DOCUMENTS WITH A YES ARE TO BE SUBMITTED WITH OFFER)

<table>
<thead>
<tr>
<th>NAME</th>
<th>FORM DESCRIPTION</th>
<th>SUBMIT WITH OFFER?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cover Sheet</td>
<td>Solicitation, Offer and Award Form (Complete in its entirety to include Sign and Date)</td>
<td>YES</td>
</tr>
<tr>
<td>Instructions to Bidders</td>
<td>General Terms &amp; Conditions</td>
<td>YES</td>
</tr>
<tr>
<td></td>
<td>Bid Bond of 5% of Total Amount of Bid</td>
<td>YES</td>
</tr>
<tr>
<td></td>
<td>Delivery Terms</td>
<td>YES</td>
</tr>
<tr>
<td></td>
<td>Payment &amp; Performance Bonds</td>
<td>NO</td>
</tr>
<tr>
<td></td>
<td>Insurance Certificate</td>
<td>NO</td>
</tr>
<tr>
<td>Specifications/Scope of Work</td>
<td>Description of Hot &amp; Cold Mix Asphalt</td>
<td>YES</td>
</tr>
<tr>
<td>Non-Collusive Bidding Certificate</td>
<td>Vendor Acknowledgement Form</td>
<td>YES</td>
</tr>
<tr>
<td>Pricing Schedule</td>
<td>Signed and Completed</td>
<td>YES</td>
</tr>
<tr>
<td>Addenda Checklist</td>
<td>Confirmation Receipt of Addendum(s)</td>
<td>YES</td>
</tr>
<tr>
<td>Bidder’s General Questionnaire</td>
<td>General Questions (Supporting Documentations)</td>
<td>YES</td>
</tr>
<tr>
<td>CIQ Questionnaire</td>
<td>Conflict of Interest Questionnaire</td>
<td>YES</td>
</tr>
</tbody>
</table>

### 21. ACKNOWLEDGMENT OF ADDENDUMS:

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

<table>
<thead>
<tr>
<th>ADDENDUMS #</th>
<th>DATE</th>
<th>ADDENDUMS #</th>
<th>DATE</th>
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<tbody>
<tr>
<td></td>
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</tbody>
</table>

(Identify addendum number and date of each.)
INSTRUCTIONS TO BIDDER – GENERAL TERMS AND CONDITIONS

BID NAME/NO.: SODIUM CHLORITE & CALCIUM HYPOCHLORITE/13-011-11-01

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 “Sodium Chlorite & Calcium Hypochlorite” be provided as specified.

(1) Sealed bids will be received for “Sodium Chlorite & Calcium Hypochlorite” in accordance with the specifications attached hereto.

(2) The services 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” – “Sodium Chlorite & Calcium Hypochlorite” – Bid #13-011-11-01 and delivered to City of Mission Purchasing Department, 1201 East 8th Street, Mission, Texas 78572 on or before 2:00 p.m., Thursday, November 1, 2012. 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) Acknowledgment of Addendums to Invitation for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any addendums to this solicitation: (1) by signing and returning the addendums; or (2) by identifying the addendums number and date in the space provided for this purpose on the bid form; or (3) by letter or telegram. The City must receive the acknowledgment by the time and at the place specified for receipt of bids.

(6) 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.

(7) STATE SALES TAX MUST NOT BE INCLUDED IN BID.

(8) No substitutions or cancellations permitted without written approval of the City of Mission.

(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 “Sodium Chlorite & Calcium Hypochlorite” 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 “Sodium Chlorite & Calcium Hypochlorite” off contract. Change increase in cost and handling to defaulting for “Sodium Chlorite & Calcium Hypochlorite” 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.
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 Sodium Chlorite:
  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 Calcium Hypochlorite:
  1.) Waste Water Treatment Plant
      906 S. Conway Avenue
      Mission, Texas 78572

Delivery days after receipt of purchase order: * ___________ days

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 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.

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.

The Bidder agrees to indemnify and save harmless the City, the Purchasing Agent 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 Agent, 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 - "Sodium Chlorite & Calcium Hypochlorite"
   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 “Sodium Chlorite & Calcium Hypochlorite” 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%) of the total amount of the bid, 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 the project.

   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) Contract will be for a period of two (2) consecutive years, commencing from date of award and ending two (2) years thereafter. It is at the sole option of the City of Mission to exercise the one year extension. The total duration of this contract, including the exercise of any renewals under this clause, shall not exceed (3) years.

(21) 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.

(22) 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.

(23) 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 two hundred fifty dollars per day $250.00/day as stipulated damages for such delay.

(24) Insurance Requirements
(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  
Glorina J. Flores, Buyer  
1201 E. 8th Street  
Mission, TX 78572  
Bid # 13-011-11-01

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 that 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.

(25) 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.**

(26) 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.

(27) 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 parts meet the manufacturers specification and/or performance requirements.

(28) 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.: SODIUM CHLORITE & CALCIUM HYPOCHLORITE/13-011-11-01

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Estimated Qty</th>
<th>UOM</th>
<th>Item Description</th>
<th>BASE TERM (2 YEARS)</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>300,000 lbs</td>
<td>lbs</td>
<td>Sodium Chlorite</td>
<td>$_________</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>12,000 lbs</td>
<td>lbs</td>
<td>Calcium Hypochlorite</td>
<td>$_________</td>
<td>$_________</td>
<td></td>
</tr>
</tbody>
</table>

Renewal Terms: The City of Mission shall reserve the option to renew this order for an additional one (1) year option period at the end of the base term. A bidder may offer a fixed maximum percentage of escalation for the additional year. The term of this contract shall be two (2) consecutive years 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 **Sodium Chlorite**:

**___________% 1st year renewal term

Renewal %’s Options for **Calcium Hypochlorite**:

**___________% 1st year renewal term

**IF NO PERCENTAGE OF ESCALATION IS INCLUDED A ZERO PERCENTAGE WILL BE ASSUMED.

For any questions regarding the “Purchase of Sodium Chlorite & Calcium Hypochlorite,” you may call, fax, or email to the following:

Telephone: (956) 580-8667
Fax: (956) 580-8798
Email: gflores@missiontexas.us or ebelmarez@missiontexas.us

Owner or President Name: __________________________________________
Company Address: __________________________________________
City, State, Zip Code: __________________________________________
Telephone Number: __________________________________________
Fax Number: __________________________________________
Email: __________________________________________
Tax ID Number: __________________________________________

***Company Representative’s Signature                Date

Company Representative’s Name (Please Print)

Company Representative’s Title

***Signature on this form indicates agreement with “Pricing, Instructions to Bidder-General Terms and Conditions, and Specifications
**Scope of Work:** The City of Mission is accepting bids for Sodium Chlorite 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 7.0 mgd.

**Specifications:** Please read your specifications thoroughly and be sure that the Sodium Chlorite 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

a. The bidder’s **Sodium Chlorite** must be approved and registered as an **NSF Standard 60 product** for use in potable water systems.

b. Solution shall conform to the following:
   i. Molecular Weight: 90.45
   ii. Molecular Formula: NaClO2
   iii. Specific Gravity (water=1): 1.20-1.25 @25/25 C
   iv. Density: 10.1 lbs/gal @ 25 C
   v. Water Solubility: Soluble
   vi. pH: >12 @ 25 C
   vii. Volatility: 68-76% by volume
   viii. Active Ingredients as follows:
      1. Active Ingredient: 25% (+/-1.0%) NaClO2
      2. Inert Ingredients: 75% (+/- 1.0%) H2O
   ix. Appearance: Pale yellow, slightly hazy liquid

c. System Performance Requirements as follows:
   i. 100 lb. per day generator with draw down cylinder 150 mls.
   ii. PH meter on chlorine dioxide solution
   iii. A 5 point distribution panel with valves (required only at the South Water Treatment Plant)
   iv. One ultrasonic leveling indicator
   v. Chlorite testing monthly licensed laboratories
   vi. One amperometric titrator
   vii. This equipment must be new or of equal quality

d. To include product bulletin and material safety data sheets

e. Storage of **Sodium Chlorite** must be delivered and stored in 6,000 gallon, double-wall chemical storage tanks.

f. Maintenance and Service visits as follows:
   i. The bidder shall be responsible for maintenance of all furnished equipment, including parts and labor
   ii. The bidder shall provide routine monthly visits to perform preventative maintenance and check the units for proper operation

g. Services and typical frequency to be provided by the bidder as follows:
   i. Conduct operator training on Chlorine Dioxide chemistry, application and specific generator operations
   ii. Conduct safety training on Sodium Chlorite and Chlorine Dioxide
   iii. Provide maintenance service to the Chlorine Dioxide generators as required
   iv. Provide emergency service to the Chlorine Dioxide generators with a maximum 8 hour response time, 24 hours per day, 7 days a week
   v. Service shall include but be not limited to:
      1. Review plant logs and operation of Chlorine Dioxide treatment
      2. Check the equipment for leaks or malfunction
      3. Run generator efficiencies
      4. Review laboratory by products reports with management
      5. Perform scheduled preventative maintenance on equipment
      6. Submit a written report outlining services and observations during the routine service visit
      7. Provide third party laboratory chloride ion analysis (three samples set per plant) on a monthly basis using ion chromatography
      8. Bidder shall submit a sample test per month to a certified laboratory as specified by TCEQ regulations

h. Historical annual usage:
   i. South Water Plant: 150,000 lbs.
   ii. North Water Plant: 150,000 lbs.

i. To include product bulletin and material safety data sheets
Scope of Work: The City of Mission is accepting bids for Calcium Hypochlorite for the Waste Water Treatment Plant.

Specifications: Please read your specifications thoroughly and be sure that the Calcium Hypochlorite 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.

<table>
<thead>
<tr>
<th>Item Description</th>
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<tbody>
<tr>
<td>Calcium Hypochlorite as follows:</td>
</tr>
<tr>
<td>a. Bidder shall supply Calcium Hypochlorite.</td>
</tr>
<tr>
<td>b. The bidder’s Calcium Hypochlorite must be approved and registered as an NSF Certified and EPA registered</td>
</tr>
<tr>
<td>c. Product shall be in granular form</td>
</tr>
<tr>
<td>d. The solution shall conform to the following:</td>
</tr>
<tr>
<td>i. Calcium Hypochlorite: 65%</td>
</tr>
<tr>
<td>ii. Inert ingredients: 35%</td>
</tr>
<tr>
<td>e. The product shall be delivered in containers of not more than 110 lbs.</td>
</tr>
<tr>
<td>f. Containers shall be clearly HAZ-COM labeled approved for transit (50-110 lb) containers.</td>
</tr>
<tr>
<td>g. Historical annual usage for Waste Water Treatment Plants: 12,000 lbs.</td>
</tr>
<tr>
<td>h. To include product bulletin and material safety data sheets</td>
</tr>
<tr>
<td>i. Contractor agrees to allow an inventory of 1-110 lb container on site at all times.</td>
</tr>
<tr>
<td>j. Contractor agrees to deliver additional Calcium Hypochlorite as needed within a period of two (2) calendar days after notification by telephone.</td>
</tr>
<tr>
<td>k. 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 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. Any threats made to any employee of the City, be it verbal or written, to discontinue the delivery of Calcium Hypochlorite or refusal to deliver Calcium Hypochlorite for whatever reason or reasons shall be considered a breach of contract and the City will immediately sever the contract with the contractor and purchase the Calcium Hypochlorite elsewhere.</td>
</tr>
<tr>
<td>l. The City of Mission reserves the right to terminate the contract if the vendor fails to perform in the delivery of Calcium Hypochlorite. Termination will be in written form allowing the two (2) weeks notice.</td>
</tr>
<tr>
<td>m. Contractor agrees not to charge the City of Mission any rental demurred charges.</td>
</tr>
<tr>
<td>n. 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 Calcium Hypochlorite from an accredited chemical testing laboratory company. Laboratory test report shall be at the expense of the contractor.</td>
</tr>
</tbody>
</table>
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.
Bid of: __________________________
(Bidder Company Name)
To: City of Mission
Ref.: Sodium Chlorite & Calcium Hypochlorite RFB No.: 13-011-11-01

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: _____________________________
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 with the bid/proposal, as 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 owners, officers and directors for corporations, partners for partnerships, and ventures for joint ventures sole proprietors (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:
City of Mission

AUTHORIZATION FOR RELEASE OF FINANCIAL INFORMATION

This authorization will be used to obtain information to assist City of Mission in determining a potential contractor’s financial responsibility. Your signature authorizes the release of financial information to the City of Mission Purchasing Department for this purpose. All information must be current and traceable. Each venturer of a joint venture must submit a separate signed form.

This authorization form shall be submitted in accordance with the applicable provision(s) in General Terms and Conditions, or as otherwise requested. City of Mission reserves the right to make additional inquiries based on information submitted, or the lack thereof.

Name of Bank/Financial Institution

Account Number

Address

Account Type: e.g., Savings, Checking, Other (Identify)

City, State, Zip Code

Name of Bank Officer Familiar with the Account

Telephone

Fax

Email Address

Name of Business

Address

City

State

Zip Code

I, individually and on behalf of the Business named above, do by my signature below, certify that the information provided is true and correct, and authorize the release of financial information for verification of financial responsibility. 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)
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.

**CONFLICT OF INTEREST QUESTIONNAIRE**

For vendor or other person doing business with local governmental entity

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**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.**

<table>
<thead>
<tr>
<th>Name of Officer</th>
</tr>
</thead>
</table>

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.

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**4. Signature of person doing business with the governmental entity**

[Signature]

[Date]

Adopted 06/29/2007