

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

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

1. BID NO.: 20-002-10-04 2. ISSUE DATE: October 04, 2019 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: <p align="center">Liquid Ammonium Sulfate for Water Treatment Plants</p>
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5. PRE-BID CONFERENCE/GENERAL CONTRACTORS MEETING: <p align="center">*** There will not be a conference. ***</p>	6. ADVERTISING DATES: 1st Week of Advertisement Date: __09__/_20__/_19__ 2nd Week of Advertisement Date: __09__/_27__/_19__
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7. SUBMIT OFFER TO: <u>Mailing/Hand/Commercial Courier Delivery</u> City of Mission Purchasing Department 1201 E. 8 th Street R101 Mission, TX 78572 Bid # 20-002-10-04	8. OFFER SUBMISSION DUE DATE AND TIME: DATE: October 04, 2019 TIME: 2:00 PM CST
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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".

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

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: E-MAIL: CELL PHONE: FAX:	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN THE OFFER: (Type or Print) 17. BIDDERS SIGNATURE & DATE:
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**AWARD
(To be completed by City of Mission)**

18. TOTAL AMOUNT OF AWARD:

19. 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
		Insurance Certificate	NO
●	Non-Collusive Bidding Certificate	Vendor Acknowledgement Form (Signed & Executed)	YES
●	Pricing Schedule	Signed and Completed (Signed & Executed)	YES
●	Addenda Checklist	Confirmation Receipt of Addendum(s) (Signed & Executed)	YES
●	Bidder's General Questionnaire	General Questions (Supporting Documentations) (Signed & Executed)	YES
●	CIQ Questionnaire	Conflict of Interest Questionnaire This form will be requested before Award of Contract (Signed and Executed)	NO
●	ANSI / NSF Standard 60 Certification	ANSI / NSF Standard 60 Certification	YES
●	Specifications/Scope of Work	Description of Liquid Ammonium Sulfate for Water Treatment Plants	YES

21. ACKNOWLEDGMENT OF ADDENDUMS:	ADDENDUMS #	DATE	ADDENDUMS #	DATE
Offeror acknowledges receipt of the following addendum(s) to the solicitation:				
(Identify addendum number and date of each.)				

*****Firm name and authorized signature must appear on each page that calls For this information. Failure to do so may disqualify your Bid *****

CITY OF MISSION
INSTRUCTIONS TO BIDDER – GENERAL TERMS AND CONDITIONS
BID NAME/NO.: LIQUID AMMONIUM SULFATE FOR WATER TREATMENT PLANTS/20-002-10-04

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 **“Liquid Ammonium Sulfate for Water Treatment Plants”** be provided as specified.

- (1) Sealed bids will be received for **“Liquid Ammonium Sulfate for Water Treatment Plants”** in accordance with the specifications attached hereto.
- (2) The items 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” – “Liquid Ammonium Sulfate for Water Treatment Plants” – Bid No. 20-002-10-04** and delivered to City of Mission Purchasing Department, 1201 East 8th Street, Mission, Texas 78572 on or before 2:00 p.m., **Friday, October 04, 2019**. 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 “Liquid Ammonium Sulfate for Water Treatment Plants” after receiving order must be stated in bid. Failure to do so state will obligate bidder to complete delivery within **TEN (10) WORKING DAYS**.
- (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 “Liquid Ammonium Sulfate for Water Treatment Plants” off contract. Change increase in cost and handling to defaulting for “Liquid Ammonium Sulfate for 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 and South 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 **Liquid Ammonium Sulfate**:
 - 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

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.**

(14) Evaluation and Basis for Award

(A) Award

One Award of contract is anticipated for this contract.

(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) Award of Contract

(A) The contract will be awarded to the lowest responsive and responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the City, price and other factors considered. A responsible bidder is one who affirmatively demonstrates to the City that the bidder has adequate financial resources and the requisite capacity, capability, and facilities to perform the contract within the delivery period or period of performance, has a satisfactory record of performance on other comparable projects, has a satisfactory record of integrity and business ethics, and is otherwise qualified and eligible to receive award under the solicitation and laws or regulations applicable to the procurement.

(B) In determining the best value for the municipality, the municipality may consider:

- 1) the purchase price;
- 2) the reputation of the bidder and of the bidder's goods or services;
- 3) the quality of the bidder's goods or services;
- 4) the extent to which the goods or services meet the municipality's needs;
- 5) the bidder's past relationship with the municipality;
- 6) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- 7) the total long-term cost to the municipality to acquire the bidder's goods or services; and
- 8) any relevant criteria specifically listed in the request for bids or proposals.

(C) 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.

(16) 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.

(17) **Bidder shall carefully examine the bid forms, general terms and conditions, and specifications.** 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.

(18) 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 - **"Liquid Ammonium Sulfate for Water Treatment Plants"**
- e. Descriptive information as to the items or services delivered, including product code, item number, quantity etc.

The City of Mission will execute payment by mail within fifteen (15) working days after **"Liquid Ammonium Sulfate for 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.

(19) 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.

- (20) 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.
- (21) 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.
- (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 two hundred fifty dollars per day Dollars \$250.00/day as stipulated damages for such delay.
- (25) 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
Crissy Cantu, Buyer
1201 E. 8th Street
Mission, TX 78572
Bid # 20-002-10-04

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.

**(26) 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.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

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.

(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.

(29) 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

(30) 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 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.

(31) Appeal Process

An appeal may be brought by the lowest bidder deemed to have been non-responsive and/or not responsible. Appeals are limited to the following:

1. Matters of bias, discrimination, or conflict of interest
2. Computing errors and alleged improprieties or ambiguities in bid specifications; and
3. Non-compliance with procedures described in solicitation or City Policy.

The appeal must be in writing and shall be filed with the Purchasing Director at:

City of Mission
Eduardo Belmarez, Purchasing Director
1201 E. 8th Street, Room R-101
Mission, Texas 78572

Appeals must include the following information:

- a. Name, address, email, telephone and fax number of appellant;
- b. Bid identification number;
- c. A detailed description of the legal and factual basis of the appeal (include any and all relevant documents, diagrams, photos, etc.);
- d. The desired outcome/solution;
- e. Signed and dated

All appeals must be filed within three (3) working days from the date of award by City Council. Untimely appeals will not be considered. Upon receipt of the appeal, the Purchasing Director will have three (3) working days to attempt to clarify or resolve any issues addressed in the request for appeal.

If the appeal is not resolved with the Purchasing Director, then it shall be considered at a public hearing at the next City Council meeting. All determinations made by the City Council are final.

**CITY OF MISSION
PRICING SCHEDULE**

BID NAME/NO.: LIQUID AMMONIUM SULFATE FOR WATER TREATMENT PLANTS/20-002-10-04

Line Item	Estimated Qty	UOM	Item Description BASE TERM (1 YEAR)	Unit Price	Extension
1.	450,000	lbs	Liquid Ammonium Sulfate for Water Treatment Plants as follows: a. Bidder shall supply 38-40% Ammonium Sulfate as an aqueous solution	\$ _____	\$ _____

Renewal Terms: The City of Mission shall reserve the option to renew this order for an additional two (2) consecutive, one (1) year option periods at the end of the base term. 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 Liquid Ammonium Sulfate for Water Treatment Plants:

* _____ % 1st year renewal term

* _____ % 2nd year renewal term

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

For any questions regarding the "Liquid Ammonium Sulfate for Water Treatment Plants," please email Crissy Cantu, Purchasing Buyer at ccantu@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"

CITY OF MISSION
SPECIFICATIONS

BID NAME/NO.: LIQUID AMMONIUM SULFATE FOR WATER TREATMENT PLANTS/20-002-10-04

- I. Scope of Work: The City of Mission is accepting bids for chemicals for Chemicals for 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 7.0 mgd.
- III. Specifications: Please read your specifications thoroughly and be sure that the Chemicals for 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.
 1. The bidder's **Liquid Ammonium Sulfate** must be approved and registered as an **NSF Standard 60 product** for use in potable water systems.

The solution shall conform to the following:

- i. pH: 2.0 – 5.0
- ii. Solubility in water: complete
- iii. Specific gravity (water=1): 1.21 – 1.22
- iv. Appearance: clear, pale yellow liquid – no odor
- v. Shelf Life: One (1) year, minimum
- vi. Boiling point: 214° F
- vii. Freezing point: < 4° F
- viii. Viscosity: 2.07 centipose(cp)

Storage tank capacity: 10,000 gallons at North Water Plant and 5,000 gallons at South Water Plant, distance from truck unloading spot is within reasonable distance.

Order of 48,000 lbs. or truckload will be placed every three (3) months, and may be ordered more frequently during the summer months. Split loads between Treatment Plants are occasionally ordered as needed.

Pump and hoses used to unload chemical shall comply with Federal and State regulations

- IV. Deliveries of Chemicals for 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
Vendor Acknowledgment Form - Non-Collusive Bidding Certification
Bid Name/No.: Liquid Ammonium Sulfate for Water Treatment Plants / 20-002-10-04

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 or 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, along with the Execution of Offer, must be filled in and submitted with the sealed bid.

**CITY OF MISSION
ADDENDA CHECKLIST
BID NAME/NO.: LIQUID AMMONIUM SULFATE FOR WATER TREATMENT PLANTS / 20-002-10-04**

Bid of: _____
(Bidder Company Name)

To: City of Mission

Ref.: Liquid Ammonium Sulfate for Water Treatment Plants RFB No.: 20-002-10-04

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: