



## INVITATION TO BID

NAME OF COMPANY SUBMITTING BID \_\_\_\_\_

### **SECTION I - GENERAL INFORMATION AND OFFER/ACCEPTANCE**

The enclosed **INVITATION TO BID** (ITB) and accompanying specifications and bid forms are for your convenience in bidding the enclosed referenced products and/or services. Bidders are cautioned that the Longview Purchasing Division *is the sole point of contact* for the City of Longview (the City) during this process. Any oral statement by any representative of the City, modifying or changing any conditions of this ITB, is an expression of opinion only and confers no right upon the bidder. If additional information is needed to interpret the specifications, **written** questions will be accepted by:

City of Longview - Purchasing Division  
PO Box 1952 – 300 W. Cotton (zip 75601)  
Longview, TX 75606

PHONE (903) 237-1324  
FAX (903) 291-5323  
purchasing@longviewtexas.gov

**Sealed bids will be received no later than: 2:00 P.M. AUGUST 10, 2018**

**MARK ENVELOPE:**                      **BID NO. 1718-27, SODIUM CHLORITE**  
**RETURN BID TO:**                      **CITY OF LONGVIEW PURCHASING OFFICE**  
    **PO BOX 1952 – 300 W. COTTON (ZIP 75601)**  
    **LONGVIEW, TEXAS 75606**

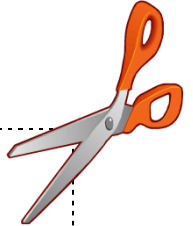
**THE CITY OF LONGVIEW** appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for award, and shall be considered void. Opening is scheduled in Purchasing Offices at 300 W. Cotton, Longview, and Texas. You are invited to attend.

Award will be made approximately two weeks after the bid opening date. The City reserves the right to award contracts on an individual item or lump sum basis, whichever is the best interest of the City. To obtain results please contact the Purchasing Manager at the address above or phone (903) 237-1324.

**Return all pages of your bid. Bidders shall sign and date pages with signature lines. Incomplete bids or bids which are not signed and dated as stated may be rejected.**

# INVITATION TO BID

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid.



**SEALED BID ● DO NOT OPEN**

**SODIUM CHLORITE**

**BID No. 1718-27**

**BID OPENING: AUGUST 10, 2018 @ 2:00 P.M.**

**For Information Contact:**

**Jaye Latch**  
**(903) 237-1324**  
[purchasing@longviewtexas.gov](mailto:purchasing@longviewtexas.gov)

**Company  
Name:** \_\_\_\_\_  
**Contact  
Name:** \_\_\_\_\_  
**Telephone  
Number:** \_\_\_\_\_

**Bids must be addressed to:**

**Jaye Latch**  
**Purchasing Manager**  
**PO Box 1952**  
**Longview, TX 75606**  
or

**Jaye Latch**  
**Purchasing Manager**  
**300 W Cotton St**  
**Longview, TX 75601**

## SECTION II – INSTRUCTIONS AND GENERAL TERMS

By order of the City Manager of LONGVIEW, TEXAS, sealed bids will be received for:

### SODIUM CHLORITE

**2.00 THE PURPOSE OF THIS DOCUMENT IS TO PROVIDE** for a contract for the goods and services specified. The term of this contract will be one (1) year or until satisfactory completion of all of the goods and services specified. City of Longview reserves the right to extend this contract for four (4) additional one-year periods as it deems to be in the best interest of the City. City reserves the right to purchase additional units of the types of goods and services specified, provided pricing, terms and conditions remain the same.

**2.01 IT IS UNDERSTOOD** that the City of Longview, Texas (City) reserves the right to reject any or all bids for any or all goods and services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it deems in the best interests of the City of Longview.

**2.02 BIDS MUST BE** submitted on the pricing forms included for that purpose in this packet. Bids shall be placed in a sealed envelope and appropriately signed by a person having the authority to bind the firm in a contract. The bid number and title shall be marked clearly on the outside as shown below. Elaborate binding or binders are discouraged. ***FACSIMILE TRANSMITTALS or ELECTRONIC SUBMISSIONS WILL NOT BE ACCEPTED.***

**2.03 SUBMISSION OF BIDS:** The City of Longview requests one original and one copy of your bid. Include all pages of this document in submitting your bid. Sealed bids shall be submitted to:

CITY OF LONGVIEW PURCHASING OFFICE  
PO BOX 1952 – 300 W. COTTON (ZIP 75601)  
LONGVIEW, TX 75606

**2.04 LATE BIDS: ALL BIDS MUST BE RECEIVED IN THE CITY OF LONGVIEW PURCHASING OFFICES BEFORE BID OPENING DATE AND TIME.** Bids received in the City Purchasing Office after the submission deadline will be considered void and unacceptable. The City of Longview is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Office will be the official time of receipt.

**2.05 FUNDING:** Funds for payment have been provided through the City of Longview budget approved by the Longview City Council for this each year only. Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Any anticipated orders or other obligations that may arise past the end of the current City of Longview fiscal year will be subject to budget approval.

**2.06 ALTERING BIDS:** Bids cannot be altered or amended after the submission deadline. Any 3interlineations, alteration, or erasure made before opening must be initialed by the signer of the bid.

**2.07 WITHDRAWAL OF BID:** A bid may not be withdrawn or canceled by the bidder without the permission of the city for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of a bid. For the purpose of proper bid evaluation and approval, all prices, costs and conditions shall remain firm and valid for a ninety (90) day period, commencing on the day of the bid opening. Upon award of contract all prices shall be firm and valid for the duration of the contract.

**2.08 SALES TAX:** The City of Longview is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Bidders shall be responsible to report and pay all applicable taxes, if any, promptly.

**2.09 BID AWARD:** The City of Longview will review all bids for responsiveness and compliance with these specifications. Bids are awarded either to the responsive, responsible bidder who submits the lowest and best bid based on the specifications published herein or to the responsive bidder who provides goods or services at the best value for the municipality. In selecting the bidder to whom the contract will be awarded, the City also reserves the right to consider the location of the bidder's principal place of business as provided by section 271.905 or section 271.9051 (as applicable) of the Texas Local Government Code. City of Longview may negotiate additional work as deemed appropriate and consistent with state law and with the intent and terms of the resulting contract.

**2.10 CONTRACT:** This bid, when properly accepted the City of Longview, shall become a contract equally binding between the successful bidder and City of Longview. No different or additional terms will become a part of this contract with the exception of Change Orders.

**2.11 CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Longview Purchasing Agent.

**2.12 IF DURING THE** life of the contract, the successful bidder's net prices to other customers for goods and services provided hereunder are reduced below the contracted price, it is understood and agreed that the benefits of price reduction shall be extended to the City of Longview.

**2.13 A PRICE** adjustment may be considered by the City of Longview only at the anniversary date of the contract and shall be substantiated in writing (e.g., Wage/Labor rates, Consumer Price Index, etc.). The City of Longview reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the city.

**2.14 DELIVERY:** All delivery and freight charges (FOB City of Longview) are to be included in the bid price.

**2.15 Section not used.**

**2.16 ETHICS:** The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Longview.

**2.17 EXCEPTIONS/SUBSTITUTIONS:** Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. The City of Longview reserves the right to accept any and all or none of the exception(s)/ substitution(s) deemed to be in the best interest of the city.

**2.18 DESCRIPTIONS:** Any reference to model and/or make/maker used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.

**2.19 ADDENDA:** Any interpretations, corrections or changes to this specification will be made by addenda. Sole issuing authority of addenda shall be vested in City of Longview Purchasing Agent. Addenda can be found on the City of Longview website [www.LongviewTexas.gov/Bids](http://www.LongviewTexas.gov/Bids). Addenda can also be obtained by calling City of Longview Purchasing office at 903-237-1324 or 903-237-1322. It is the responsibility of the bidder to obtain a copy of all addenda pertaining to this ITB.

**2.20 BID MUST COMPLY** with all federal, state, city and local laws concerning types of products specified.

**2.21 DESIGN, STRENGTH, QUALITY** of materials must conform to the highest standards of manufacturing practice.

**2.22 MINIMUM STANDARDS FOR RESPONSIBLE BIDDERS:** A prospective bidder must affirmatively demonstrate responsibility and must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain resources required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

City of Longview may request clarification or other information sufficient to determine bidder's ability to meet these minimum standards listed above. Failure to respond to such requests shall be cause for removal from consideration.

**2.23 REFERENCES:** The City of Longview requests bidders to supply a list of three (3) references where like services or products have been supplied by their firm. Include names of firms, addresses, telephone numbers and names.

**2.24 BIDDER SHALL PROVIDE** with this bid response, all documentation required by this ITB. Failure to provide information specifically requested may result in rejection of your bid.

**2.25 INDEMNIFICATION:** The contractor agrees and shall indemnify and hold harmless City, its officers, agents, employees, and elected officials from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all, but not limited to, expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or damage to any property, arising out of or in connection with the acts and/or omissions of contractor under this contract.

**2.26 WAGES:** Successful bidder shall pay or cause to be paid, without cost or expense to City of Longview, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees and all such employees shall be paid wages and benefits required by Federal and/or State Law.

**2.27 TERMINATION OF CONTRACT:** This contract shall remain in effect until the contract expires, until acceptance of performance of goods and services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. The City of Longview reserves the right to award canceled contracts to the next lowest and best bidder or to the remaining responsive bidder who provides the goods and services at the best value for the municipality, as the City deems to be in the best interest of the City. City reserves the right to hold original contractor responsible for any resultant increase in cost.

**2.28 TERMINATION FOR DEFAULT:** The City of Longview reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City of Longview reserves the right to terminate the contract immediately in the event successful bidder fails to:

1. meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the city to exercise any or all rights. The city of Longview may exercise any right or pursue any remedy available at law or in equity for breach of this contract. The exercise of any right or pursuit of any remedy by the City for breach of this contract shall not prevent the City from exercising any other right or pursuing any other remedy available under this contract, under law, or in equity.

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, City of Longview shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the city within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate. Bidder, in submitting this bid, agrees that City of Longview shall not be liable to prosecution for damages in the event that the City of Longview declares the bidder in default.

**2.29 NOTICE:** Any notice provided by this bid (or required by Law at the address so provided) to be given to the successful bidder by the City of Longview shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Longview, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this, shall not prevent the giving of actual notice in any other manner.

**2.30 CONTRACT ADMINISTRATOR:** Under this contract, the City of Longview may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and service performance. The contract administrator will serve as liaison between the City of Longview Purchasing Department and the successful bidder.

**2.31 PURCHASE ORDER:** A purchase order(s) shall be generated by the City of Longview to the successful bidder. The purchase order number must appear on all itemized invoices. The City of Longview will not be held responsible for any orders placed/delivered without a valid current purchase order number.

**2.32 EACH INVOICE** shall be number and show (1) name and address of the successful bidder, (2) name and address of receiving department and/or delivery location, (3) City of Longview Purchase Order number, and (4) descriptive information as to the goods and services delivered.

**2.33 PAYMENT** will be made upon receipt and acceptance by the city of the item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Texas Government Code Chapter 2251. The City's standard payment terms are net 30, i.e. payment is due in 30 days.

**2.34 ITEMS**, if any, supplied under this contract shall be subject to the City of Longview's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date, at no expense to the city. If the item(s) is not picked up within one (1) week after notification, the item(s) may be removed at the owner's expense at the discretion of the City.

**2.35 SAMPLES:** When requested, samples shall be furnished free of expense to the City of Longview. Samples will be returned on request.

**2.36 WARRANTY:** The successful bidder shall warrant that all items/services shall conform to the proposed specifications.

**2.37 REMEDIES:** The successful bidder and the City of Longview agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

**2.38 APPLICABLE LAW AND VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Longview, Texas. Venue for actions arising under this agreement in federal courts shall lie exclusively in the Eastern District of Texas, Tyler Division, and for state courts shall lie exclusively in Gregg, County, Texas.

**2.39 EQUAL EMPLOYMENT OPPORTUNITY:** The successful bidder shall comply with all applicable provisions of regulations of the U.S. Department of Commerce (Part A of Sub-title 15 of the code of Federal regulations) issued pursuant to the Civil Rights act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex, handicap, or national origin. The bidder shall comply with all applicable Federal, State, and local laws, rules and regulations concerning equal employment opportunity.

**2.40 ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of Longview.

**2.41 SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. Interpretations of these specifications shall be made on the basis of this statement.

**2.42 PROPRIETARY INFORMATION:** The responders to any inquiry or bid request shall state any restrictions on the use of data contained in their responses. Proprietary information will be handled in accordance with applicable law, regulations and policy of this jurisdiction. By submitting a bid in response to this ITB, the bidder agrees that any information not clearly marked as proprietary is not confidential and may be publicly released. The City is subject to the Texas Public Information Act (Texas Government Code Chapter 552), and any and all agreements awarded pursuant to this ITB and any other documents related thereto will be public information. Bidder further agrees that the interest rate offered by bidder and the amounts of other fees and charges proposed in response to this ITB are all public information and bidder consents to the release of such information to the public.

**2.43 This section not used.**

**2.44 BEST VALUE:** THE CITY WILL AWARD THE CONTRACT SOUGHT BY THIS ITB EITHER TO THE LOWEST RESPONSIBLE BIDDER OR TO THE BIDDER WHO PROVIDES GOODS OR SERVICES AT THE BEST VALUE FOR THE CITY. IN SELECTING THE BIDDER TO WHOM THE CONTRACT WILL BE AWARDED, THE CITY ALSO RESERVES THE RIGHT TO CONSIDER THE LOCATION OF THE BIDDER'S PRINCIPAL PLACE OF BUSINESS AS PROVIDED BY SECTION 271.905 AND/OR SECTION 271.9051 OF THE TEXAS LOCAL GOVERNMENT CODE.

In determining the best value for the municipality, the City of Longview 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 city's needs;
5. the bidder's past relationship with the City of Longview;
6. the impact on the ability of the City of Longview 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 City of Longview to acquire goods or services; and
8. any relevant criteria specifically listed in the request for bids or proposals.

**2.45 NONRESIDENT BIDDERS:** Texas state law requires that the City give preference to Texas resident bidders at an amount that a Texas resident bidder would be required to underbid a nonresident bidder in order to obtain a comparable contract in the state in which the non resident's principal place of business is located. Preferences may or may not apply but will be enforced as prescribed in Texas Government Code Chapter 2252, subchapter A. Bidders must certify that they are resident or nonresident in order to meet specifications. Failure to do so on the provided response forms will disqualify that bidder. Certification is included in the Bid Affidavit to follow."

**2.46 OZONE ACTION DAYS –** The successful bidder shall observe and follow City Policy in regard to operating equipment and providing goods and services on Ozone Action Days.

**2.47 ANY QUESTIONS** concerning the ITB shall be directed to the Purchasing Department in writing. The FAX number for written inquiry is 903 291-5323 or you may e-mail to [purchasing@longviewtexas.gov](mailto:purchasing@longviewtexas.gov) . Reference the section and page in question.

**2.48 SUBCONTRACTING:** The awarded vendor shall not subcontract without the written approval of the City. It is expressly understood and shall be agreed by both the City and vendor that the City is contracting with the successful vendor as independent contractor. No part of this contract shall be subcontracted out, without proper notification AND written consent from the City of Longview.

**2.49 Section not section**

**2.50 STORM WATER MANAGEMENT:** Contractor shall implement best management practices (BMPs) to prevent stormwater pollution to the maximum extent practicable in accordance with the City of Longview's Stormwater Management Program. These BMP's include at a minimum:

- Performing regular inspections and maintenance on vehicles and equipment to prevent fluid leaks.
- Implement standard operating procedures (SOPs) for spill prevention and cleanup that include at a minimum the following:
  - (1) arrival of the responsible person or response personnel hired by the responsible person at the site of the discharge or spill;
  - (2) initiating efforts to stop the discharge or spill; including maintaining onsite spill kits
  - (3) minimizing the impact to the public health and the environment;
  - (4) neutralizing the effects of the incident;
  - (5) removing the discharged or spilled substances; and
  - (6) managing the wastes.
- Training and equipping all employees who are present on City property in appropriate actions in accordance with the SOP.
- Provide upon request records of onsite inspections and BMP's.

**2.51 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL:** Chapter 2270 of the Texas Government Code prohibits the City from entering into a contract with a company unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott

Israel during the term of the contract. The term "boycott Israel" has the meaning assigned by Section 808.001 of the Texas Government Code. The required verification is included with and made a part of this ITB, and the same or substantially similar language must be made a part of the final contractual agreement between the City and the successful bidder.

**2.52 DISCLOSURE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code may require the successful bidder to file Form 1295 promulgated by the Texas Ethics Commission disclosing information about certain parties with a business interest in the successful bidder. If Form 1295 is required, the City cannot enter into a contract with the successful bidder unless the successful bidder submits Form 1295 at the time the successful bidder submits the signed lease-purchase contract to the City. Generally, the process for filing Form 1295 is as follows:

1. Prior to award by City Council, the successful bidder will be required to log in to the Texas Ethics Commission, [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate Number." The successful bidder must print and sign Form 1295.
3. Within seven (7) business days from notification of pending award by the City of Longview Purchasing Department, the completed Form 1295 must be submitted to City of Longview.
4. The successful bidder will need to repeat this process and obtain a separate Form 1295 each time the successful bidder enters into a new contract, renews a contract or makes modification and/or amendments to a City of Longview contract.

Instructions and information are available at <https://www/ethics.state.tx.us/tec/1295-Info.htm> or you may call the Texas Ethics Commission at (512) 463-5800.

**BY SUBMITTING A BID YOUR FIRM AGREES TO ADHERE TO SECTION 2252.908 OF THE TEXAS GOVERNMENT CODE REFERENCED ABOVE.**

**Please Note:** No action is required until notification of potential award by the City of Longview Purchasing Department.

## SECTION III - SPECIAL PROVISIONS

**3.00 BID SECURITY:** A bid security is not required.

**3.01 SUPPORTING INFORMATION:** When requested bidders are required to provide technical brochures or pre-published literature sufficient to verify that your products and/or services meet or exceed these specifications. Failure to include supporting data specifically requested may be cause for rejection of your bid.

- a) Warranty - Include warranty information with your bid. Warranties may be a consideration of bid award. Only standard pre-published warranties will be considered.
- b) Technical Literature - Include pre-published drawing, brochures, or engineering data sufficient to insure that your product meets or exceeds minimums specified.

**3.02 INSURANCE:** All bidders proposing to provide services to the City of Longview are required to have and maintain Workman's Compensation Insurance. The successful bidder and all subcontractors shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, including without limitation the definition of "Workers' compensation insurance coverage" set forth in Section 401.011(44) for all employees of the successful bidder providing services to the city for the duration of the contract. A certificate of coverage must be provided prior to the awarding of the contract. If the certificate of coverage expires during the contract duration, the successful bidder must file a new certificate of coverage with the City of Longview showing coverage has been extended. Subcontractors, if used, must also provide proof of coverage to the City of Longview listing all persons providing services under this contract. The successful bidder shall retain all required certificates of coverage for the duration of the contract and for one year thereafter. The successful bidder shall notify the city in writing within ten (10) days of any change that materially affects the provision of coverage of any person providing services under the contract and required to be covered. The successful bidder shall post on each site notice, in the text, form and manner prescribed by the Texas Workman's Compensation Commission. The successful bidder shall contractually require each person with whom it contracts to provide service under the contract to:

1. Provide coverage for the duration of the contract term, based on proper reporting of classification codes and payroll which meets the statutory requirement of the Texas Labor Code, including and without limitation the definition of "Workers' compensation insurance coverage" set forth in Section 401.011(44) for all employees providing services under the contract.
2. Provide to the City of Longview prior to that person beginning work under the contract, a certificate of coverage showing that coverage is being provided for the duration of the contract for all employees of the person providing services under the contract.
3. Provide prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period ends during the duration of the contract.
4. Obtain from each other person with whom it contracts, certificate and extensions necessary to provide for coverage to all persons providing services under the contract.
5. Retain all certificates on file for the duration of the contract and for one year thereafter.
6. Notify the City in writing by certified mail of any changes affecting provisions for coverage of any person providing services under the contract.
7. Contractually require each person with whom it contracts to perform as required in subparagraphs 1 - 7, with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract and providing a certificate of coverage, the successful bidder is representing to the City that all employees of the successful bidder who will provide services will be covered by workman's compensation for the duration of the contract. Failure to comply with any of these provisions is breach of contract by the successful bidder which entitles the governmental entity to declare the contract void if the successful bidder does not remedy breach within ten (10) days after receipt of notice of breach from the City.

**Additional insurance is required.** The successful bidder shall obtain and maintain for the full term of the contract the following insurance minimums written by a company licensed to conduct business in the state of Texas.

Employer's Liability -	Bodily Injury by Accident - \$250,000 each accident
	Bodily Injury by Disease - \$500,000 policy limit
	Bodily Injury by Disease - \$250,000 each employee



Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protective; Broad Form Property Damage, Contractual Liability and Personal Injury.)

\$500,000 each occurrence  
\$1,000,000 annual aggregate

Products and Completed Operations

\$500,000 each occurrence  
\$1,000,000 annual aggregate

Comprehensive Automobile Liability:

Bodily Injury and Property Damage  
Combined Single Limit: \$1,000,000 "CSL" each occurrence

The successful bidder shall include the City of Longview and its officers, agents, employees and elected officers as additional insured on all required Comprehensive General Liability and Comprehensive Automobile liability Insurance policies. Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to the City of Longview by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

Note: The State of Texas has a "Financial Responsibility Law". The Contractor shall be certain that coverage is provided which conforms to any specific stipulation in the law.

## **SECTION IV - SCOPE OF WORK**

**5.00 GENERAL INFORMATION:** The purpose of this invitation is to provide for an annual requirements style contract for use by the City of Longview. Amounts are estimates only. The City does not warrant any specific amount of product but agrees to purchase its annual volume of 25% sodium chlorite solution suitable for the City of Longview Water Purification Plant use in its water treatment processes and provide a service contract from the successful bidder. City of Longview offers no warranty of volume of products to be purchased and has listed the amount of products as an estimate only.

The successful bidder shall provide and install four (4) chlorine dioxide generator systems with the capability of producing up to 300 PPD. The installation shall include replacing the chlorine and chlorite rotameter assemblies, the centrifugal water booster pump, educator and ejector assembly, related valves, piping and other appurtenances with new, unused components. The bidder will also maintain and ensure operating efficiency and safety of the chlorine dioxide generators and their related components; The generator systems shall be installed at two of the City of Longview's Water Purification Plants; two (2) at the Cherokee Water Treatment Plant at 3512 Martin Luther King Blvd., Longview, Texas, and two (2) at the Sabine River Water Treatment Plant at 1400 Swinging Bridge Road, Longview, Texas. In addition, the bidder shall also provide and ensure operating efficiency of laboratory equipment required to determine chlorine dioxide residuals at both water treatment facilities.

The Purchasing Division solicits comments in regard to these specifications **before** date of closing. The final specifications will be binding on all bidders. The award will be made to the lowest and best bidder meeting all the specifications and agreeing to all terms and conditions listed in this document.

**5.01 PACKAGING AND SHIPPING:** 25% sodium chlorite solution will be ordered in truck load lots in liquid form. Packaging and shipping of sodium chlorite shall conform to the current regulations of the U.S. Department of Transportation and other applicable federal, state, and local requirements. Deliveries of sodium chlorite shall be by drivers thoroughly trained and familiar with the related hazard, safety measures and spill cleanup procedures. Weight tickets will also be required with each shipment.

**5.02 CHEMICAL CONTENT:** The solution shall conform to the following specifications:

Active Ingredient: 25% (+/- 1.0% by weight) NaClO<sub>2</sub>  
Inert Ingredient: 75% (+/- 1.0% by weight) H<sub>2</sub>O  
Appearance: pale yellow, slightly hazy liquid  
Shelf Life: One (1) year, minimum

A certificate of analysis must accompany each shipment or it will be rejected.

**5.03 CERTIFICATION:** The sodium chlorite solution must be approved and registered with the Environmental Protection Agency (EPA) for use in potable water systems. It must meet AWWA Standard B303-88 and also carry ANSI/NSF Standard 60 drinking water additive certification. Documentation must be included with the bid. Bidder must also provide Material Safety Data Sheet (MSDS) and a sample of the certificate of analysis that would accompany each shipment with the bid. Vendor shall also provide documentation showing that packaging and shipping will conform to current regulations of the U.S. Department of Transportation and other applicable federal, state, and local requirements.

**5.04 FOB POINT AND DELIVERIES:** All product pricing shall be FOB City of Longview Sabine Water Treatment plant 1400 Swinging Bridge Road, Longview, Texas and Cherokee Water Treatment Plant 3512 Martin Luther King Blvd., Longview, Texas. No freight or delivery charges will be accepted unless shown on bid. Deliveries shall be by appointment and during office hours

of the City. Office hours are 8:00 AM to 5:00 PM Monday through Friday. Deliveries shall be scheduled to complete prior to 5:00 PM. Due to unforeseen circumstances, the supplier must provide up to three (3) hours to demerge the product at no extra charge. A certificate of analysis with a purity assay, a certified weight certificate, and a Material Safety Data Sheet (MSDS) must accompany each shipment. All transport vehicles must be inspected by the supplier and must be in safe operating condition. Delivery vessels and vehicles shall meet TxDoT standards. Hand brakes shall be set and wheels shall be chocked before any off loading operation is to commence. Supplier shall be capable of providing rapid local response in case of emergency. Delivery trucks shall contain the necessary emergency equipment required to contain, repair or stop a leak and protect the driver, City personnel, public and private property. The supplier shall furnish the City a copy of off loading procedures for truck load deliveries for inclusion in the City's Standard Operating Procedures and Emergency Response Plan. Where trade secrets are of concern, the driver shall show City staff members present at the off loading site the supplier's written procedure. The supplier shall instruct the City staff members present during the off loading the appropriate valve(s) to close in the event of an accidental release of the product, if applicable. The supplier shall provide training to the owner on the properties, safe storage, use and handling of delivered chemicals. Neither the City nor City staff will be responsible for any damage that may occur to the Vendors' property while it is on city of Longview property or as it is being moved to or removed from the City's property. A representative from the City of Longview shall perform an inspection on the product/services provided to verify specification compliance meets with the City's approval. Deficiencies that are not repaired/replaced or not corrected will be released back to the supplier for correction. Any/all deficiencies will be corrected before the City will allow transfer of product.

**5.05 PAST PRODUCTS USED:** The following vendors/products have been used in the past; however, all vendors must provide the following information with their bids: laboratory analyses to the City of Longview showing that the product meets the required specifications, documentation showing that the product is approved and registered with the Environmental Protection Agency (EPA) for use in potable water systems, documentation showing that the product meets AWWA Standard B303-88, ANSI/NSF Standard 60 drinking water additive certification, Material Safety Data Sheet (MSDS) and a sample of the certificate of analysis that would accompany each shipment. Vendor shall also provide documentation showing that packaging and shipping will conform to current regulations of the U.S. Department of Transportation and other applicable federal, state, and local requirements.

Evoqua Water Technologies, LLC  
International Dioxide, Inc.  
Brenntag Southwest  
Occidental Chemical Corporation

**5.06 SAFETY INFORMATION:** The supplier shall furnish a Material Safety Data Sheet (MSDS) and a video for safe handling of sodium chlorite solution and chlorine dioxide. The bidder shall provide signs warning of hazards in the storage and generation areas.

**5.07 ANALYTICAL SERVICE REQUIREMENTS:** Bidder shall provide the following tests during the life of this agreement. Testing must be performed using an Ion Chromatograph and EPA approved methodology. Bidder shall absorb all testing and return shipping costs. Samples will be collected by the City of Longview staff and shipped at the expense of the City of Longview. Return sample containers will be shipped at the expense of the bidder.

- a) Chlorite analysis (treated water) – 6 samples per month at near, middle and far end of the distribution system (72 samples per year).

**5.08 GENERATOR SERVICE REQUIREMENTS:**

- a) The bidder shall provide all necessary labor and materials to maintain the generator systems at peak operating efficiency and safety. The bidder shall have at a minimum five (5) years experience with chlorine dioxide generators. All maintenance shall be

performed by Factory Authorized Service Technicians. Qualified technicians shall be available twenty-four (24) hours a day, seven (7) days a week, and shall respond within six (6) hours of any emergency.

- b) Technician shall bring any and all replacement parts and tools with him on the first response. The successful bidder shall provide an adequate supply of spare parts on hand at each plant site, as recommended by the equipment supplier, to perform preventative maintenance and provide proper operation of equipment.
- c) Bidder shall perform routine inspections and preventative maintenance on the systems as required, but not to exceed intervals of three (3) months between such inspections and preventative maintenance. During each inspection, bidder's technician shall:
  - 1. Inspect the entire chlorine dioxide systems for leaks and malfunctions.
  - 2. Analyze plant treated water for chlorine dioxide residual.
  - 3. Review plant control records.
  - 4. Perform amperometric titrations to ensure maximum generator efficiency.
  - 5. Provide initial training for plant operators including the viewing of a Sodium Chlorite and Chlorine Dioxide Safety Video.
  - 6. Complete and submit a field service report form detailing items 1 through 5 above as a written record of services provided, and as a formal request for any changes that may be necessary.
- d) Bidder will retain ownership of all four generators during the life of the contract. However, when the contract ends or terminates, the vendor shall allow the City of Longview the usage of all four (4) generators for a period up to 180 days to allow for replacement generators to be installed.

**5.09 LABORATORY EQUIPMENT:** Bidder shall provide two (2) new amperometric titrators approved by the Environmental Protection Agency (EPA) and the Texas Commission on Environmental Quality (TCEQ) to determine chlorine dioxide residuals (Fisher & Porter Titrator or approved equal). Bidder shall maintain and ensure operating efficiency of equipment. The successful bidder shall provide training in the proper use and preventative maintenance and care of the amperometric titrator units. At the end of the first twelve (12) months of this contract, the amperometric titrators will become the property of the City of Longview at a cost agreed upon not to exceed \$10.00 each.

**SECTION V - BID RESPONSE**

I agree to meet the minimum requirements as set forth in these specifications and any documents attached for the total unit prices stated below. The City does not guarantee any specific amounts either minimum or maximums

ITEM QTY	UNIT	DESCRIPTION	PRICE PER POUND
200,000	Lbs	25% Sodium Chlorite Solution	\$

This is an annual requirements style agreement. Products will be purchased on an as needed basis. Quantities listed are estimates only. The City estimates 200,000 pounds will be needed for this term; however, this does not guarantee any specific amounts either minimum or maximums.

TERMS \_\_\_\_\_% \_\_\_\_\_ DELIVERY DAYS \_\_\_\_\_

**Submittals: To be declared responsive and receive consideration for award the following items must be submitted with the bid;**

- \_\_\_\_\_ **All pages of this document (one original and one copy)**
- \_\_\_\_\_ **References (3)**
- \_\_\_\_\_ **Current Insurance certificate**
- \_\_\_\_\_ **All Documentation as required in Section 5.03 & 5.05**
- \_\_\_\_\_ **Completed Bid Affidavit**
- \_\_\_\_\_ **Completed House Bill 89 Verification Form**
- \_\_\_\_\_ **Conflict of Interest Questionnaire**

I have read and agree to the terms and conditions of this bid request.

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNED \_\_\_\_\_

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

THE ASSIGNED HEREBY CERTIFIES THAT HE/SHE HAS READ, UNDERSTANDS AND AGREES TO FULLY COMPLY WITH REQUIREMENTS OF THIS BID INVITATION.

EXCEPTIONS, IF ANY \_\_\_\_\_

**Addenda Acknowledgement:**

Bidder acknowledges receipt of all addenda that have been issued.

List Addenda numbers: \_\_\_\_\_

Signature: \_\_\_\_\_

# ATTACHMENT I

## REFERENCES

### **List the clients for which you already provide services similar in scope to the services specified in this document.**

Each bidder shall provide a minimum of three (3) verifiable references in which the bidder has sold and maintained this or similar product/service.

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Contact \_\_\_\_\_

Services provided \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Contact \_\_\_\_\_

Services provided \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Contact \_\_\_\_\_

Services provided \_\_\_\_\_

Dates of Service: \_\_\_\_\_

**ATTACHMENT II  
BID AFFIDAVIT**

All pages in the bid containing statements, letters, etc., shall be signed by a duly authorized officer of the company, whose signature is binding on the bid.

The undersigned offers and agrees to furnish all of the items/services upon which prices are stated in the accompanying bid. Further the undersigned certifies to having read and understands the terms of this invitation. The period of acceptance of this bid will be 90 calendar days from the date of the bid opening.

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, a Notary Public in and for the State of \_\_\_\_\_  
On this day personally appeared, \_\_\_\_\_ who after being by me duly sworn, did depose and say:

"I, \_\_\_\_\_, am a duly authorized officer of/agent for \_\_\_\_\_  
and have been duly authorized to execute the foregoing bid on behalf of the said company, agency or proprietorship.

I hereby certify that the foregoing bid has not been prepared in collusion with any other offeror or other persons engaged in the same line of business prior to the official receipt of this bid. Further, I certify that the officer is not now, nor has ever been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/items offered, or to influence any person or persons to offer or not to offer thereon."

I further certify that my answers to the following are true and correct:

RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the State of Texas.  
YES \_\_\_\_\_ NO \_\_\_\_\_

LOCAL RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the City of Longview, State of Texas. YES \_\_\_\_\_ NO \_\_\_\_\_

NON-RESIDENT CERTIFICATION: Our principal place of business is \_\_\_\_\_ (give state).

Name and Address of offerer:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Telephone Number \_\_\_\_\_

by: \_\_\_\_\_ Title: \_\_\_\_\_

Signature:  
\_\_\_\_\_

**SUBSCRIBED AND SWORN** to before me by the above-named

\_\_\_\_\_ on this the \_\_\_\_\_ day of, 20\_\_\_\_\_  
(name of Notary)

**Notary Public** in and for the State of \_\_\_\_\_

ATTACHMENT III

CITY OF LONGVIEW
House Bill 89 Verification

I, \_\_\_\_\_ (Person name), the undersigned
representative of \_\_\_\_\_ (Company or Business name)

\_\_\_\_\_ (hereafter referred to as company) being an adult over the age of
eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and
verify under oath that the company named-above, under the provisions of Subtitle F, Title 10,
Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking
any action that is intended to penalize, inflict economic harm on, or limit commercial relations
specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled
territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership,
joint venture, limited partnership, limited liability partnership, or any limited liability company,
including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those
entities or business associations that exist to make a profit.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared
\_\_\_\_\_, the above-named person, who after by me being
duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

Date



## ATTACHMENT IV

### NOTICE TO ALL CITY VENDORS AND ALL POTENTIAL CITY VENDORS:

On May 23, 2005, the Texas Senate passed House Bill 914, adding Chapter 176 to the Local Government Code, and imposing new disclosure and reporting obligations on vendors and potential vendors to local governmental entities beginning on January 1, 2006. Failure to abide by these new statutory requirements can result in possible criminal penalties. The City of Longview is requiring you to complete the attached Conflict of Interest Questionnaire (CIQ) Form, prepared by the Texas Ethics Commission, at the direction of the legislature and strongly recommends you become familiar with House Bill 914.

The City of Longview will not provide any further interpretation or information regarding these new requirements; however, you may contact the Texas Ethics Commission at

[www.ethics.state.tx.us](http://www.ethics.state.tx.us) <<http://www.ethics.state.tx.us/>> or at 1-512-463-5800.

Please remit the CIQ form with your bid.

Thank you.

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

## OFFICE USE ONLY

Date Received

**1** Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.