City of Weslaco

"The City on the Grow"

Miguel D. Wise, Mayor
John F. Cuellar, Mayor Pro-Tem, District 2
David R. Fox, Commissioner, District 1
Olga M. Noriega, Commissioner, District 3
Gerardo "Jerry" Tafolla, Commissioner, District 4
Lupe V. Rivera, Commissioner, District 5
Joe A. Martinez, Commissioner, District 6

Leonardo Olivares, City Manager

CITY OF WESLACO

Invitation to Bid

The City of Weslaco hereby requests sealed bids for the following:

Chemicals / Chlorine Dioxide = RFB No.: 2012-13-11

Sealed bids addressed to Homer Rhodes, will be accepted at the Weslaco City Hall Purchasing Office, 255 S. Kansas Avenue, Weslaco, Texas 78596, until **3:00 p.m.** on **September13, 2013**, at which time they will be opened and read aloud. Please mark envelope, **"Chemicals / Chlorine Dioxide, RFB No. 2012-13-11."**

Potential Bidders/Respondents are advised that the bidding documents can be downloaded from the City of Weslaco web page address: **www.weslacotx.gov**, and may also be secured at the Weslaco City Hall Purchasing Office, 255 S. Kansas Avenue, Weslaco, Texas 78596, or by calling 956.447.2240. Be advised that if your company is contemplating on bidding this project you must contact the Purchasing Office, so that any changes/additions via addendum form can be forwarded to your company. (Please include your company name, address, e-mail, telephone and fax, and contact person). **No electronic bids will be accepted.**

The City of Weslaco reserves the right to accept or reject any or all bids, to waive any informalities, and to accept the bid to be the best and most advantageous to the City and to hold bids for a period of forty-five (45) days without taking action, for the purpose of reviewing the bids and investigation of bidders' qualifications prior to bid award. Bids submitted past the aforementioned date and time will not be accepted.

City of Weslaco

Homer Rhodes,
Purchasing Office

VENDOR'S NOTICE OF INTENT TO SUBMIT A BID

If you intend to submit a bid for **Chemicals / Chlorine Dioxide** with the City of Weslaco as outlined in the specifications, please indicate your intention by signing, dating, and returning this form to the address below prior to **September 13, 2013** so that you may receive any addendums to the specifications should the need arise.

Homer Rhodes
City of Weslaco
Purchasing Office
255 S. Kansas Avenue
Weslaco, Texas 78596
Phone: 956.447.2240
Fax: 956.969.8452
hrhodes@weslacotx.gov

Name: _____ Signature: _____
(print / contact person)

Title: _____ Company/Agency: _____

Mailing
Address: _____ City/State/Zip: _____

Phone: _____ Fax: _____

Email Address: _____

Bid No.: 2012-13-11

CITY OF WESLACO
INSTRUCTION TO BIDDERS

Please read the specifications thoroughly and be sure that the ANNUAL SERVICE CONTRACT TO PROVIDE CHLORINE DIOXIDE offered complies with all requirements. Any variation from the specifications must be clearly indicated on the item specification sheet and covered by letter attached to and made a part of your bid. If no exceptions are noted, and you are the successful bidder, it will be required that the ANNUAL SERVICE CONTRACT TO PROVIDE CHLORINE DIOXIDE be provided as specified:

PURPOSE

The purpose of these specifications and bidding documents is to award a supply contract for the purchase of:

PURCHASE OF ANNUAL SERVICE CONTRACT TO PROVIDE CHLORINE DIOXIDE

INTENT

The ANNUAL SERVICE CONTRACT TO PROVIDE CHLORINE DIOXIDE be furnished under this bid shall be in accordance with these specifications/requirements. There is no intention to disqualify any bidder who can meet these specifications.

SUBMITTAL OF BID

Bids will be submitted no later than 3:00 p.m., on Friday, September 13, 2013 for:

PURCHASE OF ANNUAL SERVICE CONTRACT TO PROVIDE CHLORINE DIOXIDE

Bidder shall be required to submit **one (1) original and one (1) copy** of bids complete with all supporting documents. **Bids submitted by faxed or electronically will not be accepted.** Submittal of a bid in response to this solicitation for bids constitutes an offer by the bidder and if accepted by the City constitutes a contract. Bids which do not comply with these specifications/requirements may be rejected at the option of the City. All bids are to be filed with the City of Weslaco, no later than 3:00 p.m., on Friday, September 13, 2013. No late bids will be accepted; they will be returned to bidder unopened (if properly identified).

PREPARATION OF BID

Bidders must give full firm name and address of respondent, and be manually signed. **Failure to do so will disqualify the bid**. Person signing bid must show title or authority to bind the company in a contract. Company's name and authorized signature must appear on each page that calls for this information. The legal status of the Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Bidder shall give full names and addresses of all

partners. All partners shall execute the bid. Partnership and individual Bidder shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Bidder, or the office address in the case of a firm or company, with county, state, and telephone number, shall be given after the signature.

ALTERNATIONS/AMENDMENTS TO BID
Bids cannot be altered or amended after due date. Alterations made before the due date must be initialed by respondent guaranteeing authenticity.

SUBSTITUTIONS
No substitutions or cancellations permitted without written approval from the City of Weslaco.

VARIATIONS
Any additions, deletions, or variations from the following specifications/requirements must be noted.

EXCEPTIONS
The bidder shall attach to the bid a list of any exceptions to the specifications/requirements.

DELAY
When delay can be foreseen, bidder shall give prior notice to City of Weslaco. Bidder must keep the City of Weslaco advised at all times of status of service. **Default in promised completion (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Weslaco to purchase the ANNUAL SERVICE CONTRACT TO PROVIDE CHLORINE DIOXIDE elsewhere and charge increase in cost and handling to defaulting vendor.**

Acceptable reasons for delayed completion of project are as follows: Acts of God (floods, tornadoes, hurricane, etc.), acts of government, fire, strikes, war; action beyond the control of the successful bidder.

QUOTE DELIVERED PRICING
Quote F.O.B. Weslaco, Texas. If not quoting, show guaranteed exact cost to deliver. Bids in units of quantity specified – extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

TIME ALLOWED FOR ACTION TAKEN
The City may hold bids 60 days after proposal opening without taking action. Bidders shall be required to hold their bids firm for the same period of time.

RIGHT TO REJECT/AWARD
The City of Weslaco reserves the right to refuse and reject any or all bids, and to waive any or all formalities or technicalities, **and to make sure awards of contract as may be deemed to be the best and most advantageous to the City of Weslaco.**

INDEMNIFICATION CLAUSE

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

PAYMENT

The City of Weslaco will execute payment by mail in accordance with the State of Texas Prompt Payment Act after the ANNUAL SERVICE CONTRACT TO PROVIDE CHLORINE DIOXIDE has been delivered. **Other method of payment will be considered.**

SYNONYM

Where in this bid package Purchase of ANNUAL SERVICE CONTRACT TO PROVIDE CHLORINE DIOXIDE, is used, its meaning shall refer to the Purchase of ANNUAL SERVICE CONTRACT TO PROVIDE CHLORINE DIOXIDE as specified.

ASSIGNMENT

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

INTERPRETATIONS

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for bids shall be directed to the designated individuals as outlined in the Bids. Such interpretations, which may affect the eventual outcome of this request for bids, shall be furnished in writing to all prospective bidders via addendum. No interpretation shall be considered binding unless provided in writing by the City of Weslaco in accordance with paragraph entitled "Addenda".

STATUTORY REQUIREMENTS

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

BIDDER'S EMPLOYEES

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

EVALUATION

The number of days stated on bid form for delivery **will be a factor in the award of contract**.

COOPERATIVE PRICING

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

HUB CERTIFICATION

State Certified "HUB vendor(s) are asked to provide a copy of their certification, if they have not previously done so (information to be faxed to the Purchasing Department at 956.969-8452).

CONFIDENTIAL INFORMATION

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

MATHEMATICAL ERRORS

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

PAST PERFORMANCE

Bidders are advised that past performance as it relates to product and/or service on purchase/service/supply contracts previously held with the City shall be a factor in the award of this supply contract. **The City's position on this matter shall be final.**

JURISDICTION

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

VENUE

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

CONFLICT OF INTEREST

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 Weslaco no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person 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 question 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 requirements.

BUDGET APPROVAL

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

CONTRACT AWARD

This project will be awarded after the authorization is given to the company that meets specifications/requirements and is the most advantageous for the City. If the top ranked company does not comply with above specifications/requirements, the City reserves the right to terminate negotiations with that company and begin negotiating with other qualified company's in order of rank, and so on, until an acceptable scope and agreement are reached. In the event that a contract award is made, but the contract is not executed, the City does not guarantee that the contract will be re-awarded.

TERMINATION OF CONTRACT

The City of Weslaco reserves the right to terminate the contract if, in the opinion of the City of Weslaco, the successful vendor's performance is not acceptable, no funds are available, or the City wishes, without cause, to discontinue the contract. Termination will be in written form allowing a thirty (30) day notice. The respondent shall be afforded the same right to terminate the contract in the same manner.

INSURANCE REQUIREMENTS

The Bidders agrees to carry adequate **General Liability and Automobile Liability Insurance as mandated by state law, as well as, Worker's Compensation insurance as mandated by Preamble 110.110**. Bidders further agrees to indemnify and hold the City of Weslaco harmless of any and all losses, damages or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contract and from any claims of any other person or persons for injuries, losses or damages sustained at, around, or in connection with the work, unless the negligence of the City of Weslaco and/or servant and agents, is shown to be the sole proximate cause of said injury, loss, or damage. **Respondent will be responsible to provide necessary insurance as required by the City of Weslaco and mandated by state law in compliance with Section II of the General Specifications when submitting bid**.

CLARIFICATION OF REQUIREMENTS

All requests for additional information or clarification concerning this bid must be submitted in writing no later than five (5) business days prior to the bid closing date and addressed to:

Homer Rhodes / Purchasing Department
City of Weslaco
255 S. Kansas Avenue
Weslaco, Texas 78596
Phone: 956.447.2240 Fax: 956.969.8452
hrhodes@weslacotx.gov

RESPONSE DEADLINE

Those interested respondents must submit one **(1) original and one (1) copy** of their written bid, consisting of the minimum number of pages sufficient to provide necessary information, to be received by the deadline stated below:

Responses to the Invitation to bids must be addressed to the City of Weslaco City Hall, 255 S. Kansas Avenue, Weslaco, Texas 78596 by 3:00 p.m., on Friday, September 13, 2013. Complete sets of the response must be submitted no later than the date and time in a sealed envelope indication the project number and title:

Bids will be accepted in person, by United States Mail, or by private courier service. No Bids will be accepted by oral communication, telephone, electronic mail, telegraphic transmission, or facsimile transmission. Bids may be withdrawn prior to the above scheduled time set for closing.

ADDENDA AND MODIFICATIONS

Bidders shall carefully examine the bid forms, specifications, and instructions to bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Department (956.447.2240) and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and

supplemental instructions shall be in the form of written addenda which shall become a part of the contract documents. Said addenda shall be mailed by certified mail (return receipt requested), e-mailed, hand delivered and/or faxed, to all prospective bidders. All addenda issued in respect to this project shall be considered official changes to the original proposal documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the bidder's responsibility to ensure that they have received all addenda in respect to this project. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each addendum which shall be made part of the Bid Submitted. Bidders signature on addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Weslaco and as such are made part of the original solicitation documents.

Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from its terms and requirements. Addendums are available online at www.weslacotx.gov.

REQUEST FOR INVITATION TO BID PREPARATION COSTS

Issuance of this bid does not commit the City of Weslaco, in any way, to pay any costs incurred in the preparation and submission of a bid. All costs related to the preparation and submission of this Bid shall be borne by the respondent.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

The City of Weslaco hereby notifies all bidders that in regard to any contract entered into pursuant to this bid, Disadvantaged Business Enterprises (DBEs) will be afforded equal opportunities to submit bids and will not be discriminated against on the ground of race, color, sex, disability, or national origin in consideration of an award.

A DBE is defined as a small business concern which is at least fifty-one per cent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one per cent (51%) of the stock of which is owned by one or more socially and economically disadvantaged individuals. Socially and economically disadvantaged include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

ANTI-LOBBYING PROVISION

During the period between bid submission date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the Weslaco Commission or City Staff except in the course of City-sponsored inquiries, briefing, interviews, or presentations. **Violation of this provision may result in the rejection of the respondent's bid**.

CONFIDENTIAL INFORMATION

Bidders are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

INSTRUCTION TO BIDDERS
FOR THE PURCHASE OF ANNUAL SERVICE CONTRACT TO PROVIDE CHLORINE DIOXIDE

Please read specifications thoroughly and make sure that the chemical offered is in compliance with all requirements. Variation from the specifications is to be indicated on the item specification sheet and covered by letter attached to and made part of the bid. If no exceptions are noted, and you are the successful bidder, it will be required that the chemical(s) be provided as specified.

ANNUAL SERVICE CONTRACT TO PROVIDE CHLORINE DIOXIDE
Bids are to be submitted in sealed envelopes upon the blank form of proposal attached hereto. Each bid must be completely filled out. Bids are to be filed with the City of Weslaco before opening day and hour. If a bid is filed late it will be returned to bidder unopened. Failure to meet bidding requirements may be grounds for disqualification.

Bids are to have full firm name and address of bidder and manually signed, failure to do so will disqualify bid. Person signing bid must show title or authority to bind his/her firm in a contract.

Bids cannot be altered or amended after the opening time of bid. Any changes made before opening time are to be initialed to guarantee authenticity.

No substitution or cancellations permitted without written approval of City of Weslaco.

Any additions, deletions, or variations from the following specifications must be noted. Any specifications not specifically mentioned which are necessary for the ANNUAL SERVICE CONTRACT TO PROVIDE CHLORINE DIOXIDE to be ready 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.

Delivery of product shall be no more than five (5) days after notification by authorized City personnel.

If a delay is foreseen, bidder must give prior notice to the City of Weslaco. The bidder must keep the City of Weslaco advised of status of order. Default in promised of delivery (without acceptable reasons) or failure to meet specifications authorized by the City of Weslaco to purchase such chemical(s) elsewhere and charge increase cost and handling to defaulting bidder.

Acceptable reasons for delayed delivery(ies) are as follows: Acts of God, (floods, tornadoes, hurricanes, etc.) acts of government, fire, strikes, war and actions beyond the control of the successful bidder.

Quote F.O.B. Weslaco, Texas if not quoting, show guaranteed exact cost to deliver. Bid in units of quantity specified – extend and show total. In the events of discrepancies in extension, unit price will govern. Bids subject to unlimited price increase will not be considered.

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

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

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

Bidder will carefully examine bid forms, specifications, and instruction to bidders. Should the bidder find discrepancies in, or omissions from bid forms, specification, or other documents, or should he/she be in doubt as to their meaning, he/she should notify Homer Rhodes, Buyer II. The City of Weslaco will execute payment by mail accordance to the State of Texas Payment Act after invoice has been received for those quantities of chemical that have been delivered. Other method of payment will be considered.

Where in this bid package ANNUAL SERVICE CONTRACT TO PROVIDE CHLORINE DIOXIDE is used, its meaning shall refer to the Supply Contract for the purchase of a contract to provide Chlorine Dioxide, generated on-site, as a pre-oxidant, disinfectant and trihalomethane control measure. The application is drinking water from surface water supply.

Number of days/or weeks stated on bid proposal form for complete delivery will be a factor in the evaluation and award of bid.

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

Contract will be for a period of one (1) year beginning October 1, 2013 to September 30, 2014,

Delivery will be made on an "as needed" basis. Payment will be made for delivered quantities only in accordance with the State of Texas Pay Law.

Quantities shown are estimated based on historical data and are intended to serve as a guide in obtaining the best possible bids. Actual usage may fluctuate up or down during the course of

an annual contract period. This historical data may or may not be given consideration by bidders when submitting their bids. Bidder will hold price(s) firm for the term of the contract period.

Contractor shall separate account and billing per location, i.e., Water Treatment Plant, and Wastewater Treatment Plant, etc., ANNUAL SERVICE CONTRACT TO PROVIDE CHLORINE DIOXIDE being bid must meet the latest A.W.W.A., Texas Commission of Environmental Quality (TECQ) and must conform to the American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60 for potable water treatment. (Certification for ANSI/NSF Standard 60 must accompany bid at time of submittal).

A written emergency response plan must be submitted, that includes but is not limited to emergency contracts: Name, Title, and 24 hour phone numbers, specific actions, public informing procedures, health care, and emergency response time.

The successful contractor shall conduct a safety class for each participating entity. The class shall be at least (1) hour long, and be provided to the employees at the Water and Wastewater Treatment Plant(s) free of charge.

The successful contract shall be responsible to provide a demonstration class on the proper use of a ANNUAL SERVICE CONTRACT TO PROVIDE CHLORINE DIOXIDE Institute Emergency Kit. Demo kit shall be provided by the contractor. Demo shall be provided to the employees at the Water and the Wastewater Treatment Plant(s) free of charge.

The City of Weslaco shall be responsible for expediting a purchase order, receiving, shipment, inspecting of goods, verifying invoice and paying bills.

ITEM NUMBER	QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	80,000 pounds	Service Contract to provide Chlorine Dioxide		
		Name of Product Bid: _____ Delivery in Days (ARO): _____		

PRICE SHALL BE BY THE POUND, DELIVERED FOB TO THE LOCATIONS SPECIFIED ABOVE AND ALL IN WESLACO, TEXAS. PRICE SHALL REMAIN FIRM FOR TWELVE (12) MONTHS AFTER DATE OF PURCHASE ORDER. PRODUCT WILL BE ORDERED "AS NEEDED" AND BE BILLED AS SUCH. CITY OF WESLACO WILL NOT ACCEPT FULL QUANTITY SPECIFIED ABOVE AT ONE TIME.

This contract shall be for a period of one (1) year (October 1, 2013 to September 30, 2014), from the date of the purchase order with the option to renew annually for an additional two (2), one (1) year periods if service and price are satisfactory, and the renewal is agreed upon in writing by both parties.

Annual supply quantities are estimated. City of Weslaco has the right to increase or decrease quantities as deemed necessary. In bid, stipulate whether the increase or decrease will affect bid price.

(____) Yes, an increase or decrease in quantity will affect bid price above.
(____) No, an increase or decrease in quantity will not affect bid price above.

NSF Certification letter must be enclosed with bid documents. The vendor must provide, with bid and upon request at any time, evidence of adequate liability insurance, other insurances, permits and authorizations.

Company Name: _____

Authorized Company Representative: _____
(Print Name and Title)

Authorized Company Representative: _____
Signature (Failure to manually sign bid will automatically disqualify it)

Company Address: _____
City State Zip

Telephone #: _____ Fax#: _____

Twenty-Four Hour Telephone #: _____

Email: _____

SPECIFICATIONS FOR THE ANNUAL SERVICE CONTRACT TO PROVIDE CHLORINE DIOXIDE

PURPOSE

The City of Weslaco is accepting bids for a service contract to provide Chlorine Dioxide, generated on-site, as a pre-oxidant, disinfectant and trihalomethane control measure. The application is drinking water from a surface water supply.

The City of Weslaco operates a surface water treatment plants. The plant has an average flow of 7.5 MGD, and varies from 3.5 MGD to 8.5 MGD. The Chlorine Dioxide dosage rate must be variable from 0.25mg/l to 1.5mg/l(ppm) at the above flow rates without loss of generator efficiency.

The service contract offered must be currently implemented and operating in at least five (5) other municipal potable water systems for at least one (1) year. Bidder shall supply, with bid documents, a list of such systems including names and telephone numbers of the facilities wherein they are currently providing this type of service.

The system offered must be CURRENTLY accepted by all applicable regulatory agencies. Attach with bid documents the regulatory agency's acceptance form of system offered.

System/Product Requirements

1. The successful bidder shall supply two systems for generating CHLORINE DIOXIDE as an aqueous solution from the reaction of SODIUM CHLORITE and CHLORINE GAS. The system will be capable of delivering the required amount of CHLORINE DIOXIDE at each feed point on a continuous basis, 24 hours a day. Two (2) units of equal size will be used at the water plant with one unit serving as the primary unit and the second unit serving as backup. The primary units must be new (less than five years old), in first class condition, including containers suitable for shipment and storage. The redundant backup unit is not required to be new; however, it must be in good working condition. If the backup system is used and not producing acceptable chlorine dioxide, vendor shall be allowed ten (10) days to remedy the situation and/or replace any equipment as directed by the Water Treatment Superintendent. The City of Weslaco Commission's decision shall be final.
    a. Chlorine Dioxide systems will have an emergency shutdown device to stop Chlorine Dioxide generation process as well as an emergency purge cycle to evacuate all Chlorine Dioxide from generation equipment and associated piping.

    b. The systems will contain a switch device to alarm plant operations of a loss of chlorine. Said switch device shall be interlocked to the shutdown pre-cursor chemical system.

c. The systems will contain a notification device and a means to alarm plant operations of a loss of motive water to the unit. Said alarm switch to be interlocked to shut off chlorine gas and injection system.

2. The system shall be properly sized and designed specifically for the intended application as set out above. The system shall be equipped with a flow-measuring device to assist in maintaining system efficiency and to prevent waste of plant water.

3. The reaction product purity shall not be less than 95% Chlorine Dioxide.

4. The successful bidder's SODIUM CHLORITE solution must be approved and registered with the ENVIRONMENTAL PROTECTION AGENCY (E.P.A.) and NSF/ANSI for use in potable water systems. The Solution shall conform to AWWA Standard B303-95:

Active Ingredient: 25% (+/- 1.0% by wt.) Sodium
Chlorite Inert Ingredient: 75% (+/- 1.0% by wt.) Water
Appearance: Pale yellow slightly hazy liquid
Shelf Life: One (1) year minimum
Biological Growth: None
Total Organic Carbon (TOC): Shall not increase TOC concentration in finished water

Installation, Start Up and Training

1. Prior to installation of the system, vendor will deliver a complete and detailed installation and operations manual, including illustrations, drawings, manufacturer material safety data sheets and other hazardous warning information.

2. Vendor shall provide all necessary labor and materials for a complete installation. Workmen skilled and experienced in the necessary crafts will perform all work.

3. The City of Weslaco will provide electricity, plant water at system pressure, and Chlorine Gas only.

4. Successful bidder shall supply and install all equipment and material except those set out in Item Three (3) immediately above. The equipment and materials shall be suitable for the application, and shall comply with all Federal, State, and Local codes, laws, and ordinances.

5. Startup and initial training will be provided by the vendor at no additional charge, and will include training operating personnel in the following areas:

    a. Checking the equipment installation.

    b. Physical properties of Chlorine Dioxide, Chlorine, Chlorite, Chlorate, and/or any other chemicals used in the system.

    c. Chemistry/Methods of Chlorine Dioxide generation.

    d. How to optimize generator performance.

    e. Maintenance procedures.

    f. Safety considerations in the operations and chemical handling.

    g. Sampling Procedures for Chlorine Dioxide determination.

    h. Analytical procedures fro measuring yields and residuals.

Insurance Requirements

1. Vendor shall provide a copy of a valid and applicable vendor's liability insurance certificate or policy in a minimum amount of one million dollars ($1,000,000.00). The vendor is responsible for all insurance requirements including public liability insurance in the minimum amount prescribed by law protecting the City of Weslaco from any and all claims and demands that may be made against said City as a result of the vendor's delivery of Sodium Chlorite to produce Chlorine Dioxide. All TCEQ, EPA and Department of Health permits must be secured. Vendor must comply with other Federal, State or Local Regulations pertinent to transporting and handling of product. The Vendor must provide, with bid and upon request at any time, evidence of adequate liability insurance, other insurances, permits and authorizations.

    The vendor is responsible for all insurance requirements including public liability insurance in the minimum amount prescribed by law protecting the City of Weslaco from any and all claims and demands which may be made against said City as a result of the vendor's delivery of chemical. The City of Weslaco, in its sole discretion, may require at Bidder's expense certain insurance guaranteeing performance and payment of the services to be provided hereunder and may require at Bidder's expense to maintain in force certain types of insurance during the time services are being performed and to name the City of Weslaco together with their Commissioners and employees as additional insured's on all required insurance policies except worker's compensation. Insurance must be underwritten by companies acceptable to City of Weslaco and authorized to do business in the state of Texas. Insurance Certificate (s) shall provide for thirty (30) days advance notice to City of Weslaco of any policy cancellation. True and correct copies must be filed with City of Weslaco prior to the commencement of performing service hereunder.

- Bidder shall carry insurance in the following amounts:

1. Comprehensive General Liability — $1,000,000 each occurrence
   a. Bodily Injury — $1,000,000 each occurrence
   b. Property Damage
2. Personal Injury Coverage — $1,000,000
3. Worker's Compensation — As required by Law
4. Comprehensive Automobile Liability Insurance (applicable to owned, non-owned and hired vehicles)
   a. Bodily Injury $50,000 each person, $500,000 combined single limit each occurrence
   b. Property Damage $1,000,000 each occurrence

All insurance in the above amounts shall name both Bidder and City of Weslaco as insured.

Certificates showing that Bidder has and continues to protect itself and City of Weslaco by means of such insurance shall be provided to the City of Weslaco upon request at any time during contract period.

General Requirements

1. Unit price per pound bid shall remain firm for a period of 12 months from date of purchase order. The term of the contract will be for one (1) year from the date of purchase order, with the option to renew for up to two (2) one year periods (year-to-year basis) if agreed to in writing by both parties. This contract shall not be self-renewing and shall be subject to being re-bid annually at the discretion of the City of Weslaco.

2. In the event the Chlorine Dioxide system is no longer required or desired by the City of Weslaco or a different vendor is successful in the annual request for service contract to provide chlorine dioxide, vendor will be given thirty (30) days' notice, and shall remove the system at vendor's expense, with no further obligation on the part of the City of Weslaco. The City of Weslaco Commission's decision on performance shall be final.

3. Vendor shall provide a written emergency response plan that includes, but is not limited to, emergency contacts: Name, Title, and 24-hour telephone numbers, specific actions, public information procedures, health care, and emergency response time.

Delivery Requirements

1. For a period of one (1) year the approximate amount of Sodium Chlorite used to produce Chlorine Dioxide will be 80,000 annually.
2. A certificate of analysis shall be provided upon request for each truckload of sodium chlorite solution used to produce Chlorine Dioxide delivered to the City of Weslaco.
3. Deliveries of Sodium Chlorite used to produce Chlorine Dioxide shall be by vendor's operated trucks, by drivers thoroughly trained and familiar with the related hazards, safety measures, and spill cleanup procedures. Vendor shall provide driver certification upon request. All spills and/or leakage, regardless of size, will be properly and immediately cleaned up by vendor's personnel and reported to plant manager.
4. Delivery of the product shall be no more than three (3) days after notification by authorize City of Weslaco personnel. Deliveries must be Monday through Friday between 8:00 AM and 4:00 PM unless otherwise specified by City of Weslaco Water Treatment Plant Personnel. Emergency deliveries must be made within 24 hours after notification.

Maintenance of Chlorine Dioxide Solution System

1. The successful bidder shall have and maintain a service representative throughout the life of this service contract. The service representative shall respond quickly and effectively to any emergency situation within four (4) hours after being summoned.
2. Vendor shall provide all necessary labor and materials to maintain the system at peak operating efficiency and safety. The vendor shall maintain a complete inventory of spare parts in local stock. A trained technician familiar and experienced with the vendor's equipment will perform all maintenance. Said technician (s) will be available 24 hours a day, seven (7) days a week, and will respond within four (4) hours on any emergency call out. He She shall bring any and all necessary replacement parts and tools with him/her on the first (I) response. Vendor shall absorb all repair costs.

3. Vendor shall perform routine inspections and preventive maintenance on the system as required, but not to exceed intervals of two (2) weeks between such inspections and preventive maintenance. During each inspection, vendor's technician will:

    a. Inspect the entire Chlorine Dioxide system for leaks and malfunctions.

    b. Analyze the generator output for percentage of Chlorine Dioxide in the product stream, free chlorine, chlorite, and chlorate.

    c. Review plant control records to insure maximum generator efficiency is being maintained.

    d. Provide initial or additional training for plant operators and lab technicians as required to maintain proficiency of all involved personnel.

    e. Complete and submit a field service report form as a written record of service provided and as a formal request for any changes that may be necessary.

4. Vendor shall absorb the costs of the inspection and preventive maintenance program set out above and provide the City of Weslaco with a monthly report identifying the inspection and preventive maintenance performed.

5. Vendor shall supply (upon request) the documented qualifications of the individual(s) providing the service to the City of Weslaco. The service individual(s) shall possess a college degree in a technical discipline and one (1) year of field experience or provide documented three (3) years of experience working with Chlorine Dioxide.