

Invitation to Bid for Process Chemicals



505 West Main Street, Building 1, Azle, TX 76020
PH: 817-444-2541 Fax: 817-444-7149

The City of Azle invites all interested parties to submit sealed bids for Process Chemicals consistent with the Terms and Conditions set out below.

Bids must be submitted in sealed envelopes prominently marked as follows:

SEALED BID NUMBER 21-001 PROCESS CHEMICALS

Return Your Bid to:

Michelle Stevens, Purchasing Agent

Mail/USPS	Walk in /FedEx or UPS
City of Azle P O Box 1378 Azle, TX 76098	City of Azle 505 W Main St., Bldg 1 Azle, TX 76020

Sealed bids will be accepted until:

11:00 A.M. on February 24, 2021

Then opened and read aloud at 11:01 A.M. on February 24, 2021 in the
City Hall Conference Room

**City of Azle
505 W Main St., Bldg 1
Azle, Texas 76020**

You are invited to attend.

All questions relating to this invitation must be submitted in writing and addressed to: Michelle Stevens, City of Azle, P O BOX 1378, Azle TX 76098, or mstevens@cityofazle.org. Questions must be received no later than 11:00 A.M. on **February 11, 2021**. Questions and answers will be distributed on **February 12, 2021** to each bidder of record.

To be considered your bid must be signed and witnessed. All pages, including addenda and/or attachments, must be returned with your bid. Upon delivery to the City of Azle bids become binding may not be withdrawn or canceled by the bidder without the permission of the City of Azle for a period of ninety (90) days following the date designated for the receipt of the bid.

The City of Azle appreciates your time and effort in preparing your bid. However, bids received after the deadline WILL NOT be considered for award. Further, the City of Azle reserves the right to accept or reject any and all bids and to waive informalities or defects in the bid responses as it shall deem to be in the best interest of the City.

To obtain bid results, please send your request to Michelle Stevens, Purchasing Agent – City of Azle at mstevens@cityofazle.org.

BID RESULTS WILL NOT BE GIVEN BY TELEPHONE.

TERMS AND CONDITIONS

SEALED BID NUMBER 21-001

- 1) **LATE BIDS:** Bids received by the City of Azle **AFTER THE SUBMISSION DEADLINE** will be considered **NULL and VOID**. The City of Azle is not responsible for the timeliness of delivery. The bidder shall be responsible for actual delivery of the bid. If delivery is delayed beyond the date and hour set for the bid opening for any reason, proposals thus delayed will not be considered.
- 2) **ALTERING BIDS:** Bids cannot be altered or amended after submission. The signer of the bid must initial all interlines, alterations, or erasures.
- 3) **WITHDRAWAL OF BID:** Bids may not be withdrawn or canceled by the bidder without the permission of the City of Azle for a period of ninety days following the date designated for the receipt of the bid.
- 4) **SALES TAX:** The City of Azle is **EXEMPT** from payment of any Texas Sales Tax or Federal Excise Tax.
- 5) **ACCEPT/REJECT OR WAIVE INFORMALITIES:** The City of Azle reserves the right to accept, or reject any and all bids, and to waive informalities or defects in the bid responses as the City of Azle shall deem to be in its best interest.
- 6) **CONTRACT:** This bid, when properly signed and witnessed by the bidder and accepted by the City of Azle, shall constitute a contract equally binding between the successful bidder and the City of Azle. No different or additional terms will become a part of this contract unless approved in writing by the City of Azle. The contract will be for a period of one year beginning on the date the contract is approved by the Azle City Council.
- 7) **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 in writing and made by the City of Azle. If during the life of the contract, the successful bidder's net prices to other customers for the items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City of Azle.
- 8) **CONFLICT OF INTEREST:** No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5,

Subtitle C, Chapter 171. The Conflict of Interest Questionnaire, required by Texas Local Government Code Chapter 176 must be completed and returned with the bid package.

- 9) **ETHICS:** The bidder shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official, or agent of the City of Azle.

- 10) **EXCEPTIONS OR SUBSTITUTIONS TO THIS BID:** All bids meeting the intent of this Invitation to Bid will be considered for award. Bidder's taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided for by attachment as part of the proposal. The absence of such a list shall indicate that the bidder has not taken exceptions and the City of Azle shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. The Azle City Council reserves the right to accept any and all, or none of the exception(s) and or substitution(s) deemed to be in the best interest of the City.

- 11) **ADDENDA:** Any interpretations, corrections, or changes to this Invitation to Bid will be made by addenda to the bid. Sole issuing authority of addenda shall be vested in the City of Azle's Purchasing Agent, Michelle Stevens. Addenda will be mailed to all known recipients of this Invitation to Bid. ALL BIDDERS SHALL ACKNOWLEDGE RECEIPT OF ALL ADDENDA BY ATTACHING THE ADDENDA TO THE BID UPON SUBMISSION TO THIS PROPOSAL.

- 12) **GOVERNMENTAL COMPLIANCE:** All bids must comply with all Federal, State, County, and local laws concerning the types of materials, products, or services requested in this Invitation to Bid.

- 13) **MANUFACTURING STANDARDS:** The Design, Strength, and Quality of the materials, products, or services requested in this Invitation to Bid must conform to the highest standards of manufacturing practice.

- 14) **CONTRACT AWARD:** This bid will be awarded to the lowest responsible bidder or to the bidder who provides materials, products, or services at the best value for the city. In determining best value for the City, the City may consider:
 - The purchase price;
 - The reputation of the Bidder and of the Bidder's goods or services;
 - The quality of the Bidder's goods or services;
 - The extent to which the goods or services meet the City's needs;
 - The Bidder's past relationship with the City;
 - The impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
 - The long-term cost to the City to acquire the Bidder's goods or services;
 - A Bidder's indebtedness to the City;
 - Safety record of the Bidder;
 - Location of the Bidder's principal place of business; and
 - Any other relevant criteria specifically listed in this Invitation to Bid including:

- a. Ability to comply with the required delivery schedule and delivery requirements and deliver FOB to the Azle Water Treatment Plant and/or the Azle Wastewater Treatment Plant, accordingly.
 - b. Ability to provide Certificate of Analysis (COA) with each material or product, which accurately represents the quality of such material or product being delivered
- 15) **SECONDARY AWARD:** Secondary Vendors serve in a backup capacity only. In the event the Primary Vendor is unable to honor the terms and conditions of the contract at any time during the contract term, the Secondary Vendor(s) may be called. The Primary Vendor is the first contact. Use of the Secondary must be approved, in writing, by the City Purchasing Agent. In the event the Secondary Vendor(s) is called upon, they must offer the materials and services at their awarded price or better. Any attempt to increase their awarded price(s) may cause the removal of the Vendor from the contract. Calling upon the Secondary Vendor(s) does not necessarily affect the status of any awarded Vendor, including the Primary Vendor.
- 16) **DOCUMENTATION:** Each bidder shall provide with the bid all documentation required by this Invitation to Bid. Failure to provide this information may result in rejection of your bid.
- 17) **TERMINATION OF CONTRACT:** This contract shall remain in effect until the contract expires, or terminated by either party with a thirty (30) day written notice prior to any cancellation.
- 18) **BIDDER PERFORMANCE:** In the event the successful bidder shall fail to provide materials, products, or services, or fail to keep or observe any of the terms and conditions outlined herein, the City of Azle shall give the successful bidder written notice of such default. In the event said default is not remedied to the satisfaction and approval of the City of Azle 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. The successful bidder, in submitting this bid, agrees that the City of Azle shall not be liable to prosecution for damages in the event that the City of Azle declares the bidder in default.
- 19) **MAILING NOTICES:** Any notice provided by this bid (or required by law) to be given to the successful bidder by the City of Azle shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail at the City of Azle, Azle, TX, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided. This shall not prevent the giving of actual notice in any other manner.
- 20) **PATENTS/COPYRIGHTS:** The successful bidder agrees to protect the City of Azle from claims involving infringements of patents and/or copyrights.
- 21) **PURCHASE ORDER (S):** A Purchase Order(s) shall be generated by the City of Azle to the successful bidder for each material, product, or service ordered. **THE PURCHASE ORDER NUMBER MUST APPEAR ON ALL ITEMIZED INVOICES AND PACKING SLIPS.** The City of Azle will not be held responsible for any orders placed/delivered without a valid current purchase order number.

- 22) **INVOICES:** Invoices shall be mailed directly to The City of Azle, Attn: Accounts Payable, PO Box 1378, Azle, TX 76098. The bidder agrees to issue an invoice for each Purchase Order. The invoice must include a minimum of:
- a. Purchase Order Number
 - b. Name of materials, products, or services
 - c. Date of delivery of materials, products, or services
 - d. Quantity of materials, products, or services
 - e. Price per unit and total cost
- 23) **PAYMENTS:** Payment for material or services will be made upon receipt and acceptance by the City of Azle for materials, products, or services ordered and after receipt of a valid invoice. The City of Azle will pay all invoices in accordance with the State of Texas Prompt Payment Act, Texas Government Code, Chapter 2251.
- 24) **DEFECTIVE MATERIAL:** Materials, products, or services supplied under this contract shall be subject to inspection and approval by an agent of the City of Azle. A Certificate of Analysis (COA) shall be provided with each material or product, which accurately represents the quality of such material or product being delivered. It will be at the discretion of the City of Azle to verify such materials or products delivered, and/or accept/decline delivery based upon specifications found in the COA. Materials, products, or services that do not meet specifications found within this bid will not be accepted and all cost(s) associated will become the responsibility of the successful bidder with no expense to the City of Azle.
- 25) **SAMPLES:** When requested, samples shall be furnished free of expense to the City of Azle. Samples may include, but not limited to:
- a. Samples taken from delivery vehicle prior to accepting or unloading delivery
 - b. Samples from the manufacture if the bidder is not the manufacture
- 26) **DELIVERIES:** The successful bidder shall provide all appropriate equipment to facilitate off-loading of materials or products to the bulk chemical storage areas of the Azle Water Treatment Plant or Wastewater Plant, accordingly. The bidder must have a two (2) inch female connection hose. Deliveries will be accepted between 8:00 a.m. and 4:00 p.m., Monday through Friday, unless specified by the purchaser at the time the order is placed. Off-loading materials or products shall not begin without approval from the City of Azle. The person(s) acting as the delivery facilitator for the bidder will be responsible for remaining with each load of material or product and monitor the entire off-loading process from initial connection to completion of delivery. In addition, the bidder will provide:
- a. Proof that person(s) acting as the delivery facilitator for the bidder is properly trained for handling the material or product under normal off-loading conditions as well as emergency conditions that include, but not limited to an accidental release of the material or product during the delivery process.
 - b. Sufficient Personal Protective Equipment (PPE) for the delivery facilitator.
 - c. A truck weight ticket from a certified scale that shows a truck's dry and loaded weights.
 - d. A wash ticket verifying that the inside of the tank is free of contaminants from its prior load.

- 27) **REMEDIES:** The successful bidder and the City of Azle agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.
- 28) **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. Performance of this agreement is in Tarrant County, Texas.
- 29) **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 Azle.
- 30) **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. All interpretations of these specifications shall be made on the basis of this statement.
- 31) **PRICING:** In case of ambiguity in bid pricing, the City of Azle reserves the right to adopt the most advantageous interpretation thereof, or to reject any or all bids. The total price quoted in this Bid must be the total invoiced price based on the specifications and include all charges including delivery, installation (if applicable), and/or administrative costs.
- a. A price re-determination may be considered by the City of Azle only at the anniversary date of the contract and shall be substantiated in writing (i.e., manufacturer's direct cost, transportation rates, Railroad Commission rates, Wage/Labor rates, etc.)
 - b. The bidder's past history of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid.
 - c. The City of Azle reserves the right to accept or reject any/all of the price re-determination as it deems to be in the best interest of the City of Azle.
- 32) **QUANTITY PURCHASED:** The city retains the right to order materials, products, or services as needed and in quantities that may exceed (or fall less than) estimates provided herein based on water quality demands and/or water usage. The quantities listed are an estimate that is based on past experience.
- 33) **INDEMNIFICATION: THE SUCCESSFUL BIDDER ("THE CONTRACTOR") AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF AZLE AND ALL OF ITS OFFICERS, EMPLOYEES, COUNCIL MEMBERS AND AGENTS FROM ANY AND ALL CLAIMS BY THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DAMAGES, JUDGMENTS, ATTORNEY'S FEES, EXPENSES, INJUNCTIVE OR EQUITABLE RELIEF, INTEREST, PERSONAL INJURY, AND DEATH, THAT MAY ARISE FROM THE CONTRACTOR'S PERFORMANCE UNDER THE CONTRACT PROVIDED THAT CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY OR HOLD THE CITY HARMLESS FOR THE INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF THE CITY TO THE EXTENT THAT SUCH ACTS CAUSE THE INJURIES OR DAMAGES COMPLAINED OF.**
- 34) **SPECIFICATION PURPOSE:** To procure the following items as described in the specifications listed: Aluminum Sulfate Solution, Ammonium Sulfate Solution, Calcium Hypochlorite (100 lb. containers, granules), Chlorine (one ton containers), Ferric Chloride Solution, Polymer Blends Solutions, Hydrofluorosilicic Acid, Potassium

Permanganate (anhydrous), Sodium Hydroxide Solution, Copper Sulfate and Powdered Activated Carbon.

Specifications for Aluminum Sulfate Solution

**This product must conform to AWWA standard B403-16
and ANSI/NSF Standard 60 for direct additives.**

The delivery site is the Azle Wastewater Treatment Plant located at 816 Park St., Azle Texas.

Estimated quantity: 9,000 gallons

- Strength 48%
- Specific Gravity of 1.29 - 1.34
- pH approximately 2.0
- Delivery lots will be in the quantity of 4,000 gallons
- Orders must be delivered within five (5) days from the time the orders are placed

Certificates required at time of delivery include:

- ANSI/NSF certification of this product
- Safety Data Sheet (SDS)
- Certificate of Analysis (COA) that includes a traceable lot number
- Delivery ticket that states name of material or product and quantity of delivery

Specifications for Ammonium Sulfate Solution

**This product must conform to AWWA standard B302-16
and ANSI/NSF Standard 60 for direct additives.**

The delivery site is the Azle Water Treatment Plant located at 1500 Lakeview Dr., Azle Texas.

Estimated quantity: 16,000 gallons.

- Strength: 30-40 %
- Specific Gravity of 1.2 - 1.3
- pH between 3.0 and 5.5
- Delivery lots will be in the quantity of 4,000 gallons
- Orders must be delivered within five (5) days from the time the orders are placed

Certificates required at time of delivery include:

- ANSI/NSF certification of this product
- Safety Data Sheet (SDS)
- Certificate of Analysis (COA) that includes a traceable lot number
- Delivery ticket that states name of material or product and quantity of delivery

Specifications for Hydrofluorosilicic Acid Solution

**This product must conform to AWWA standard B703-19
and ANSI/NSF Standard 60 for direct additives.**

The delivery site is the Azle Water Treatment Plant located at 1500 Lakeview Dr., Azle Texas.

Estimated quantity: 2,000 gallons.

- Strength: 23-27 %
- Specific Gravity of 1.234 - 1.351
- pH approximately 1.0
- Delivery lots will be in the quantity of six (6) 55 gallon drums, one (1) 330 gallon tote or 1,500 gallon bulk loads
- Orders must be delivered within five (5) days from the time the orders are placed

Certificates required at time of delivery include:

- ANSI/NSF certification of this product
- Safety Data Sheet (SDS)
- Certificate of Analysis (COA) that includes a traceable lot number
- Delivery ticket that states name of material or product and quantity of delivery

Specifications for Calcium Hypochlorite

**This product must conform to AWWA standard B300-18
and ANSI/NSF Standard 60 for direct additives.**

The delivery site is the Azle Water Treatment Plant located at 1500 Lakeview Dr., Azle Texas.

Estimated quantity: 500 lbs.

- Strength 60-68%
- Product must be free flowing granules
- Delivery lots will be in the quantity of five (5) 100 lb. containers, or as needed
- Orders must be delivered within five (5) working days from the time the orders are placed

Certificates required at time of delivery include:

- ANSI/NSF certification of this product
- Safety Data Sheet (SDS)
- Delivery ticket that states name of material or product and quantity of delivery

Specifications for Chlorine (Ton Containers)

**This product must conform to AWWA standard B301-18
and ANSI/NSF Standard 60 for direct additives.**

The delivery site is the Azle Water Treatment Plant located at 1500 Lakeview Dr., Azle Texas.

Estimated quantity: 60,000 lbs. (30 1-ton cylinders)

- Delivery lots will be in the quantity of two (2) 1 ton cylinders, or as needed
- Orders must be delivered within five (5) working days from the time the orders are placed.

Certificates required at time of delivery include:

- ANSI/NSF certification of this product
- Safety Data Sheet (SDS)
- Delivery ticket that states name of material or product and quantity of delivery

Specifications for Ferric Chloride Solution

**This product must conform to AWWA standard B407-18
and ANSI/NSF Standard 60 for direct additives.**

The delivery site is the Azle Water Treatment Plant located at 1500 Lakeview Dr., Azle Texas.

Estimated quantity: 8,000 gallons.

- Strength: approximately 35-42 %
- pH approximately 2.0
- Delivery lots will be in the quantity of 4,000 gallons
- Orders must be delivered within five (5) days from the time the orders are placed

Certificates required at time of delivery include:

- ANSI/NSF certification of this product
- Safety Data Sheet (SDS)
- Certificate of Analysis (COA) that includes a traceable lot number
- Delivery ticket that states name of material or product and quantity of delivery

Specifications for Polymer Blend Solution for Water Treatment

NOTE: No product will be considered for bid without prior testing by Water Plant Staff. No samples will be accepted after 11:00 a.m. February 17, 2021.

This product must conform to AWWA standard B451-98 and ANSI/NSF Standard 60 for direct additives.

The delivery site is the Azle Water Treatment Plant located at 1500 Lakeview Dr., Azle Texas.
Estimated quantity: 16,000 gallons

- Must be an aluminum based blend containing PAC or ACH.
- Specific Gravity of 1.10 - 1.40
- Color: clear to slight amber
- The polymer must have a low order of toxicity
- The polymer must contain less than 1% sodium or other metal ions
- Must provide a minimum of at least a 30% reduction in Total Organic Carbons
- Delivery lots will be in the quantity of 4,000 gallons
- Orders must be delivered within five (5) days from the time the orders are placed

Certificates required at time of delivery include:

- ANSI/NSF certification of this product
- Safety Data Sheet (SDS)
- Certificate of Analysis (COA) that includes a traceable lot number
- Delivery ticket that states name of material or product and quantity of delivery

Specifications for Cationic Polymer for Wastewater Treatment

NOTE: No product will be considered for bid without prior testing by Wastewater Plant Staff. No samples will be accepted after 11:00 a.m. February 17, 2021.

This product must conform to AWWA standard B451-98 and ANSI/NSF Standard 60 for direct additives.

The delivery site is the Azle Wastewater Treatment Plant located at 816 Park St., Azle Texas.
Estimated quantity: 2,000 gallons

- The polymer must have a low order of toxicity
- Specific gravity of 1.06
- pH between 4 and 6
- Delivery lots will be in the quantity of eight (8) 55 gallon drums, or as needed
- Orders must be delivered within five (5) days from the time the orders are placed

Certificates required at time of delivery include:

- ANSI/NSF certification of this product
- Safety Data Sheet (SDS)
- Certificate of Analysis (COA) that includes a traceable lot number
- Delivery ticket that states name of material or product and quantity of delivery

Specifications for Potassium Permanganate

This product must conform to AWWA standard B603-16
and ANSI/NSF Standard 60 for direct additives.

The delivery site is the Azle Water Treatment Plant located at 1500 Lakeview Dr., Azle Texas.

Estimated quantity: 3,025 lbs. (55 pails)

- Specific gravity 2.7
- Must contain an anticaking agent
- Individual drum weight is not to exceed 25 KGs
- Delivery lots will be in the quantity of thirty-six (36) 55 lb. pails, or as needed
- Orders must be delivered within five (5) days from the time the orders are placed

Certificates required at time of delivery include:

- ANSI/NSF certification of this product
- Safety Data Sheet (SDS)
- Certificate of Analysis (COA) that includes a traceable lot number
- Delivery ticket that states name of material or product and quantity of delivery

Specifications for Sodium Hydroxide Solution

This product must conform to AWWA standard B501-19
and ANSI/NSF Standard 60 for direct additives.

NOTE: Bidder does NOT have to bid both strengths.

The delivery site is the Azle Water Treatment Plant located at 1500 Lakeview Dr., Azle Texas.

Estimated quantity: 16,000 gallons

- Strength: 25% and 50%
- pH approximately 14.0
- Delivery lots will be in the quantity of 4,000 gallons
- Orders must be delivered within five (5) days from the time the orders are placed

Certificates required at time of delivery include:

- ANSI/NSF certification of this product
- Safety Data Sheet (SDS)
- Certificate of Analysis (COA) that includes a traceable lot number
- Delivery ticket that states name of material or product and quantity of delivery

Specifications for Copper Sulfate Solution

This product must conform to AWWA standard B602-17 and ANSI/NSF Standard 60 for direct additives.

The delivery site is the Azle Water Treatment Plant located at 1500 Lakeview Dr., Azle Texas.

Estimated quantity: 1,200 gallons

- Strength: 23-27%
- Specific Gravity of 1.15 - 1.20
- pH approximately 2.0
- Delivery lots will be in the quantity of six (6) 55 gallon drums
- Orders must be delivered within five (5) days from the time the orders are placed

Certificates required at time of delivery include:

- ANSI/NSF certification of this product
- Safety Data Sheet (SDS)
- Certificate of Analysis (COA) that includes a traceable lot number
- Delivery ticket that states name of material or product and quantity of delivery

Specifications for Powdered Activated Carbon

This product must conform to AWWA standard for Powdered Activated Carbon (AWWA B600-16) and ANSI/NSF Standard 60 for direct additives.

The delivery site is the Azle Water Treatment Plant located at 1500 Lakeview Dr., Azle Texas.

Estimated quantity: 4,000 pounds

- Moisture <5%
- Particle Size (* ASTM Standard Sieve Designation – Code E11)
 - >99% pass # 100 sieve*
 - >95% pass # 200 sieve*
 - >90% pass # 325 sieve*
- Must have an Iodine number greater than 750
- Delivery lots will be in the quantity of forty (40) 50 pound bags
- Orders must be delivered within five (5) days from the time the orders are placed

Certificates required at time of delivery include:

- ANSI/NSF certification of this product
- Safety Data Sheet (SDS)
- Certificate of Analysis (COA) that includes a traceable lot number
- Delivery ticket that states name of material or product and quantity of delivery

EXCEPTIONS / DEVIATIONS TO THE SPECIFICATIONS:

All exceptions to or deviations from the specifications as shown in this bid SHOULD BE LISTED ON A SEPARATE SHEET AND ATTACHED TO THE BID. The exceptions or deviations should identify the item # that the exception or deviation is being made upon and explain completely why you cannot bid the specification as listed in the bid. Any bid received without an exception or deviation sheet will be construed as MEETING ALL OF THE SPECIFICATIONS AS LISTED IN THE BID.

BIDDER INFORMATION: The bidder is requested to submit the following information in this bid response:

- 1) **REQUESTED:** Bidder is requested to submit current DIS-ADVANTAGED BUSINESS ENTERPRISE (DBE) or HISTORICALLY UNDERUTILIZED BUSINESS (HUB) status. If you are a minority-owned business, please indicate your type of business enterprise, i.e. African American, Hispanic, Asian Pacific, Native American, Woman Owned or Other type of business. If your business is certified by the State of Texas, please include a copy of your certification. This is requested **FOR INFORMATIONAL PURPOSES ONLY** and will not affect the bid award. Submission of this information **IS NOT** a requirement to be considered for award of this bid.

GENERAL SPECIFICATIONS:

- 1) The City of Azle may make such investigations as it deems necessary to determine the ability of the bidder to provide satisfactory performance in accordance with specifications, and the bidder shall furnish to the City all such information and data for this purpose as the City may request.
- 2) Any exceptions to the bid are to be clearly indicated on the page entitled, "EXCEPTIONS TO BID".
- 3) Bids may be made on any or all of the chemicals.
- 4) If no bid is to be made on a chemical , then state "no bid" or "none" for that chemical

CITY'S RESPONSIBILITIES:

The city will provide a proper and adequate site for receiving and storing the chemicals purchased.

Bid Response:

A complete bid response will include the following. If any of the following is not received your bid **WILL NOT BE CONSIDERED FOR AWARD.**

- 1) The complete bid packet with a true signature on the bidder certification page of the bid, indicating the ability and willingness to comply with all statements contained herein.
- 2) All pages of the bid (including any addenda issued) must be returned with the bid in a sealed envelope marked clearly on the outside of the envelope with the bid number and name.

PRICING:

To be considered for award all pricing must be FOB Destination City of Azle facility.

- 1) The City of Azle is a tax-exempt municipality and is exempt from Federal, State, and Local taxes as allowed by law.
- 2) All pricing must be made in the appropriate spaces throughout the packet for it to be considered for award.
- 3) Pricing should be based on the quantity or quantities shown.
- 4) Pricing should be per each unit of measure shown. The total should be calculated at the unit of measure times the estimated quantity shown and entered for each item in the space provided.
- 5) Pricing is to remain firm for not less than 90 days from the bid opening date.

Bid List

Bidders are not required to bid on all items (place an "X" on the line if No-Bid).

Item	\$ Per Pound (wet weight)*
Aluminum Sulfate Solution *	_____
Ammonium Sulfate Solution *	_____
Calcium Hypochlorite	_____
Chlorine 1-ton Container	_____
Copper Sulfate *	_____
Ferric Chloride Solution *	_____
Polymer Blend * (product name) _____	_____
Polymer Blend * (product name) _____	_____
Polymer Blend * (product name) _____	_____
Co-polymer Blend * FBS 4404	_____
Potassium Permanganate	_____
Powdered Activated Carbon	_____
Sodium Hydroxide Solution *	25% _____ 50% _____
Hydrofluorosilicic Acid * (1,500 Gallons Load)	_____
Hydrofluorosilicic Acid * (55 Gallons Drum)	_____
Hydrofluorosilicic Acid * (330 Gallons Tote) (Include price of Tote and FOB)	_____

Would your company be willing to serve as a secondary vendor? Yes _____ No _____

EXCEPTIONS TO BID:

If the bid item does not meet the specifications listed above, the bidder must describe in detail below where your product or material does not meet the requested specification. Please describe BY ITEM NAME LISTED and each instance where the item does not meet the specification listed.

ADDENDUM:

The bidder acknowledges receipt of the following Addenda: (If you have not received any Addenda then write NONE across the blanks). If you have received Addenda then write beside the appropriate Addenda number the date received. ALL ADDENDA RECEIVED SHOULD BE ATTACHED TO THE BID.

ADDENDUM #

ADDENDUM #

ADDENDUM #

NOTE: IN ORDER FOR YOUR BID TO BE CONSIDERED FOR AWARD, THIS PAGE MUST BE SIGNED, WITNESSED, AND RETURNED ALONG WITH ALL OTHER SHEETS OF THIS BID. THE NOTARY SECTION OF THIS PAGE WILL BE FILLED OUT BY THE SUCCESSFUL BIDDER UPON AWARD BY THE CITY OF AZLE.

BIDDER’S CERTIFICATION:

I, the undersigned, by signing the following statement agree that I have READ and UNDERSTAND all of the TERMS and CONDITIONS, SPECIFICATIONS, PRICING, AND BIDDER INFORMATION contained on EACH PAGE of this bid and I understand that by signing this bid I agree if accepted by The City of Azle, to all of the TERMS and CONDITIONS, SPECIFICATIONS, PRICING, AND BIDDER INFORMATION and any additions, changes, or deletions made during negotiations will be made a part of this bid under a binding contract between The City of Azle and the successful bidder. I also certify that this bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same materials, and is in all fair and without collusion or fraud:

OUR company is a (Check One):

- Corporation ___ (If Corporation the contract MUST be signed by Branch Manager or company officer)
- Partnership ___ (If Partnership the contract MUST be signed by a general partner)
- Joint Venture ___ (If Joint Venture the contract MUST be signed by an officer of the company)
- Sole Proprietor ___ (If Sole Proprietor the contract MUST be signed by the owner)

AUTHORIZED COMPANY REPRESENTATIVE PLEASE SIGN BELOW:

NAME (TYPED/PRINTED):

SIGNATURE:

DATE:

WITNESSED BY:

NAME (TYPED/PRINTED):

SIGNATURE:

DATE:

DISCLOSURE OF INTERESTED PARTIES

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The form must be submitted electronically through the Texas Ethics Commission website. Once submitted, the form will be assigned a unique registration number called a "certificate of filing". An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

The completed, printed and signed Form 1295 bearing the unique certification of filing number must be then filed with the City of Azle.

By submitting a bid or proposal in response to this solicitation, the bidder agrees to comply with Government Code 2252.908 and provide the City of Azle the Certificate of Interested Parties, Form 1295 as required within seven business days from notification of a pending award.