



Request for Bid

CITY OF WAXAHACHIE, TEXAS

401 S. Rogers Street

Waxahachie, TX 75165

ATTN: City Secretary

ANNUAL CONTRACT

**ANNUAL PRICE AGREEMENT FOR HYDROFLUOROSILICIC ACID;
LIQUID ALUMINUM SULFATE; LIQUID AMMONIUM SULFATE;
LIQUID SODIUM HYDROXIDE; CATIONIC POLYMER; LIQUID CHLORINE;
AND POLYMER**

Issued: Monday – June 05, 2017

Bids Due: May 30, 2017

Disclosure Requirements

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Waxahachie, including affiliations and business and financial relationships such persons may have with City of Waxahachie officers. An explanation of the requirements of Chapter 176, applicable forms and a complete text of the new law are available at: https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm. If you are unable to obtain such information online, please contact the City of Waxahachie, Waxahachie, Texas 75165 or call (469) 309.4165 Purchasing.

BY DOING BUSINESS OR SEEKING TO DO BUSINESS WITH THE City of Waxahachie, YOU ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED OF THE REQUIREMENTS OF CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THEM.

Bidder Name: _____

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1. INVITATION to SUBMIT BIDS

The City of Waxahachie is a local government agency of the State of Texas is seeking sealed bids from qualified service providers (Contractors) for the purpose of securing services under an annual contract for **Hydrofluorosilicic Acid; Liquid Aluminum Sulfate; Liquid Ammonium Sulfate; Liquid Sodium Hydroxide; Cationic Polymer; Liquid Chlorine; and Polymer**, with a Contractor who provides the Best Value to the City of Waxahachie.

A Pre-Bid Meeting will **NOT** be held for this Solicitation.

Respondents should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.

Upon award, an authorized representative of the City of Waxahachie will sign the Award Section of this document indicating award of an Annual Contract.

Submittals and any other Respondent information shall become the property of the City of Waxahachie.

If an Annual Contract is awarded, Bid Prices shall become effective – October 01, 2017 – and approval by the City of Waxahachie and shall remain in full force and effect with firm fixed prices for a period of twelve (12) months. The City of Waxahachie shall have the option of extending this contract, subject to approval of funding, for four (4) additional one (1) year terms to be extended one (1) year at a time, beginning October 1st of each following fiscal year.

The City of Waxahachie reserves the right to add other Divisions within the City of Waxahachie, to this Contract. The City of Waxahachie may, at its sole option, elect to subdivide the work for award to one or more respondent bidders or may elect not to enter into any contract.

The City of Waxahachie may terminate any and all contracts pursuant to this RFB at any time upon thirty (30) calendar day's written notice. Upon the Contractor's receipt of such notice, the Contractor shall cease work immediately. The Contractor shall be compensated for the services satisfactorily performed prior to the termination date. If, through any cause, the Contractor fails to fulfill its obligations under this Contract, or if the Contractor violates any of the agreements of this Contract, the City of Waxahachie has the right to terminate this Contract by giving the Contractor **five (5)** calendar days written notice. The Contractor will be compensated for the services satisfactorily performed before the termination date. Termination of the contract for cause shall be deemed as sufficient evidence and cause to remove the Vendor's name from the Bidder's list for receiving future Bids. The City of Waxahachie may withhold payments to the Contractor for the purpose of setoff until the exact amount of damages due the City of Waxahachie from the Contractor is determined and paid.

2. INSTRUCTIONS TO BIDDERS

1. Receipt of Bids

Sealed Bids must be delivered to the City of Waxahachie, 401 S. Rogers Street, Waxahachie, TX 75165 no later than **10:00 AM** on **Tuesday, May 30, 2017**. Bids will be publically opened and read aloud at:

City Hall Council Chambers
401 S. Rogers Street
Waxahachie, TX 75165

Please address all bid packets to:
City Secretary
401 S. Rogers Street
Waxahachie, TX 75165

On the outside of the envelope please clearly mark: **CHEMICAL BID SUBMITTAL**

2. Schedule

RFB Release to Bidders	Tuesday – May 16, 2017
Bid Opening Deadline	Tuesday – May 30, 2017 at 10AM
Anticipated Award Date	Monday – June 05, 2017
Commencement of Services	October 01, 2017

3. Definitions of Procurement Terms

In order to simplify the language throughout this Request for Bid, the following definitions shall apply:

BIDDER – A contractor who submits a bid directly to the City of Waxahachie.

BIDDING DOCUMENTS – The advertisement, Instructions to Bidders, Bid Form, Technical Specifications, Drawings, and Proposed Contract Documents, including all addenda issued prior to the receipt of bids.

CONTRACT - An agreement between the City of Waxahachie and a Contractor to furnish products or Services over a designated period of time during which repeated purchases are made of the commodities or services specified.

CONTRACTOR - The successful Bidder(s) of this bid request.

OWNER – The Owner is understood to be the City of Waxahachie.

RFB - Request for Bids.

2. INSTRUCTIONS TO BIDDERS CONT

4. Copies of Bidding Documents

a. This Request for Bids (RFB) consists of the following documents:

1. Request for Bids and Contract Documents
2. Bid Form
3. City of Waxahachie Purchase Order Standard Terms and Conditions

b. Complete sets of Bidding Documents must be used in preparing Bids. Owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

c. Owner in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

5. General Bid Provisions

The following provisions shall apply to these Bidding Documents:

a. The City of Waxahachie will not provide compensation to Respondents for any expenses incurred by the respondent(s) for submittal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law.

b. The Invitation to Bid as advertised will be considered an inclusion of the specifications and conditions.

c. All figures must be written in ink or typewritten. However, mistakes may be crossed out, corrections inserted adjacent thereto and initialed in ink by the person signing the Bid Form.

d. Formal advertised bids indicate date and time by which the bids must be received by the City Secretary. Bids received after that time will be returned unopened to the bidder.

e. The bidder will note any exceptions to the conditions of this bid. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

f. Bidders may request withdrawal of a posted sealed bid prior to the scheduled bid opening time, provided the request for withdrawal is submitted to the City Secretary in writing. Owner reserves the right to reject any and all bids by reason of this request.

g. In the event there are inconsistencies between the Scope of Work and other bid terms or conditions contained herein, the former will take precedence.

2. INSTRUCTIONS TO BIDDERS CONT

5. General Bid Provisions CONT

h. If it becomes necessary to revise any part of this Bid, a written Addendum will be made available to all bidders. Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner's employees, unless such clarification of change is provided to bidders in written addendum form from the City of Waxahachie.

i. Owner may give an environmental preference to products or services that have a lesser or reduced effect on human health and the environment when compared with competing products and services that serve the same purpose. This comparison may consider raw materials acquisition, product, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service;

j. Bidders may be disqualified and rejection of bids may be recommended by the Owner for any (but not limited to) of the following causes:

1. Lack of signature by an authorized representative on the bid documents;
2. Failure to properly complete the bid;
3. Unauthorized alteration of bid documents;
4. Lack of appropriate qualifications and experience relative to the size and scope of the work proposed;
5. Unsatisfactory performance; or
6. Failure to complete projects.

Owner reserves the right to waive any minor informality or irregularity.

k. Whenever in this invitation, any particular materials, process and/or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacture, such wording will be deemed to be used for the purpose of facilitating description of the material, process and/or equipment desired and will be deemed to be followed by the words "or equal."

l. Samples of items shall be furnished, if requested by the Owner, without charge, and if not destroyed, shall be returned upon request at the bidder's expense.

m. It is agreed that the successful bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous written consent of Owner and any sureties.

n. Contractor must provide audited financial statements, if requested, to the Owner.

o. Prices should be itemized. Unit prices shall be set to no more than four (4) decimal places. The Owner reserves the right to award by item or by total bid. If there are discrepancies between unit prices and extension, the unit price will prevail.

p. No freight or delivery charges will be accepted unless shown on bid.

2. INSTRUCTIONS TO BIDDERS CONT

5. General Bid Provisions CONT

q. Discounts for prompt payment offered may be taken into consideration during bid evaluation. Terms of payment offered will be reflected in the space provided on the bid form. All terms of payment will be taken and computed from the date of delivery of acceptable material or services, or the date of receipt of invoice, whichever is later.

r. Owner is exempt from State Retail Tax and Federal Excise Tax. The price bid must be net, exclusive of taxes.

s. All bidders will comply with all Federal, State, and local laws relative to conducting business in the City of Waxahachie. The laws of the State of Texas will govern as to the interpretation, validity, and effect of this bid, its award and any contract entered into.

t. The successful bidder agrees by entering into the contract represented in these documents, to defend, indemnify and hold Owner harmless from any and all causes of action or claims of damages arising out of or related to bidder's performance under said contract.

u. Advanced disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, will operate to void all bids of that particular bid solicitation or request.

6. Qualifications of Bidders

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of the City of Waxahachie's request; written evidence, such as financial data, previous experience, present commitments and other such data as may be called for below. Each Bid must contain evidence of the Bidder's qualifications to do business in the State of Texas or covenant to obtain such qualification prior to award of the contract. In determining a bidder's qualifications, the following factors will be considered:

a. Work previously completed by the bidder and whether the Bidder:

1. maintains a permanent place of business,
2. has adequate plant and equipment to do the work properly and expeditiously,
3. has paid or settled all claims for payment promptly,
4. has appropriate technical experience,
5. has job references for work of similar size and scope to the project bid herein; and
6. satisfactory performance and completion of public, or comparable, projects.

b. The safety record of the Bidder, of the corporation, partnership, or institution represented by the Bidder, or of any one acting for such firm, corporation, or partnership.

2. INSTRUCTIONS TO BIDDERS CONT

6. Qualifications of Bidders

c. Each Bidder may be required to show that he has properly completed similar type work and that no claims are now pending against such work. No Bid will be accepted from any Bidder who is engaged in any work that would impair his ability to fully execute, perform or finance this work.

7. Examination of Contract Document and Site

a. It is the responsibility of each Bidder before submitting a Bid, to:

1. examine the Contract Documents thoroughly,
2. visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work,
3. consider Federal, State and Local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work,
4. study and carefully correlate Bidder's observations with the RFB Documents, and
5. notify Owner's Representative of all conflicts, errors or discrepancies in the RFB

b. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this section, that without exception the Bid is premised upon performing and furnishing the Work required by the RFB and such means, methods, techniques, as may be indicated in or required by the RFB, and that the RFB are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work. No pleas of ignorance of conditions that may be encountered in their execution of the Work under this contract, that is a result of failure to make the necessary examinations and investigations herein above indicated, will be accepted as an excuse for the failure or omission on the part of the Contractor to fulfill in every detail all the requirements of the RFB. In no event shall a claim for extra compensation or for an extension of time be allowed for failure to thoroughly examine all requirements of RFB.

8. Interpretations and Addenda

All questions about the meaning or intent of the RFB are to be directed to the City of Waxahachie City Water Production Superintendent – Kendall Borg at 469.309.4361. Interpretations or clarification considered necessary by Owner's Questions received less than 24 hours prior to opening of Bids will not be answered.

Addenda may also be issued to modify the RFB as deemed advisable by the City of Waxahachie.

9. Miscellaneous Bid Provisions

a. Upon acceptance and approval this bid effects a working contract, for the period designated or until completion of specified job, between the City of Waxahachie and the successful bidder.

b. The Contractor shall act as independent contractor and shall in no sense act as agent or servant of the City of Waxahachie.

2. INSTRUCTIONS TO BIDDERS CONT

9. Miscellaneous Bid Provisions CONT

- c.** The Contractor shall furnish and pay for all labor, tools, machinery, materials, insurance, bonds, permits and any other incidentals necessary to perform a turnkey job in compliance with the specified requirements.
- d.** All prices quoted shall include delivery expenses of supplies, materials and equipment and tools to job site including unloading. The Contractor shall be fully responsible for receiving, unloading and storing all deliveries intended for the job. The City of Waxahachie will not be liable for any loss or damage to supplies, materials, tools and equipment left on the job unguarded, by the Contractor before, during or after job is performed.
- e.** All work is to be performed in a professional manner by skilled personnel and proper equipment. The work shall be planned so as not to interfere with or create a hazardous condition to the regular operation of the department or division of the City of Waxahachie. All deliveries will be accepted between 8:00 a.m. to 4:00 p.m. Monday thru Friday unless otherwise specified by the City of Waxahachie at the time of order.
- f.** The tanker will be sealed with a security tag, the tag serial number and tanker number will be emailed to the City of Waxahachie Water Production Superintendent after the truck is loaded and is ready for delivery. The manifest will contain all the same information along with the serial numbers, and tanker numbers. The Operators will notify the supervisors of any discrepancies before proceeding with the offloading process. Discrepancies will result in delay of chemicals being off-loaded until the discrepancies are satisfactorily resolved. Ultimately, discrepancies could result in the loads being refused at the expense of the bidder/contractor. In case of emergencies, special arrangements will be made in advance of delivery.
- g.** The Contractor shall at all times take all reasonable precautions for the safety of employees on the work site and of the public, and shall comply with all applicable provisions of Federal, state and municipal safety laws. All equipment and machinery used in performance of this contract shall be in good working order at all times.
- h.** Upon completion of the work and before acceptance and final payment will be made, the Contractor shall leave the work site in a neat and orderly condition equal to that which originally existed. No payment will be made for this work; its cost being included in the bid.

2. INSTRUCTIONS TO BIDDERS CONT

9. Miscellaneous Bid Provisions CONT

i. Bidders are required, prior to submitting any Bid, to read the specifications carefully, to visit the site of the work, to examine carefully local conditions, to inform themselves by their independent research, test and investigations of the difficulties to be encountered and judge for themselves of the accessibility of the work and all attending circumstances affecting the cost of doing the work or time required for its completion and obtain all information required to make an intelligent Bid. No information given by the City of Waxahachie of any official thereof, other than that contained in the specifications shall be binding upon the City of Waxahachie. Bidders shall rely exclusively upon their own estimates, investigations, tests and other data which are necessary for full and complete information upon which the Bid may be based. It is mutually agreed that submission of a Bid is evidence that the bidder has made the examination, investigations and tests required herein.

Insurance Requirements are stated in the **Contract Standard Terms and Conditions**. Contractor is required to submit evidence of insurance with the signed **Purchase Order**. Modifications to the Purchase Order Standard Terms and Conditions may only be made in the Supplemental Conditions.

10. Award

If a contract is to be awarded, it will be awarded to the lowest, responsive and responsible bidder. The determination of the lowest responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to perform the contract, previous performance, facilities and equipment, availability of repair parts, qualifications and experience, delivery promise, payment terms, compatibility as required, other costs, and other objectives and accountable factors which are reasonable. (Also see item 6. Qualifications of Bidders).

3. SCOPE of SERVICES

NOTE: The following are the materials we are seeking bids. All quantities are approximate and not intended to be absolute.

HYDROFLUOROSILICIC ACID, FLUORIDE– 50,900 Pounds or 25 Dry Tons (25% Solution)

Quantity of Product (estimated) 38,000 Pounds or 19 Dry Tons

The estimated usage during the term of this bid is **50,900 pounds or 25 dry tons** in 25% solution. The City reserves the right to purchase according to actual need and may or may not purchase the estimate quantity.

Affidavit of Compliance: Bidders must submit with the bid proposal, an affidavit of compliance acknowledging that the Product furnished complies with current National Sanitation Foundation (NSF); American National Standards Institute (ANSI) 60 Certification for drinking water treatment chemicals; and American Water Work Association Standards B703-00 Fluorosilicic Acid. All current standards for state and federal regulations for drinking water additives and treatment chemical must be met.

Purity: The Hydrofluorosilicic acid shall have the specific gravity be between 1.234 (H₂O for 25%) @ 60°F – 1.212 (H₂O for 23%) @ 75°F. The Hydrofluorosilicic acid shall be reasonably clear and free from visible impurities.

Material Specifications: The Hydrofluorosilicic acid shall contain no impurities in any quantity capable of producing deleterious or injurious effects upon the health of those consuming water to which the Hydrofluorosilicic acid has been added or causing water so treated to fail to meet the requirements of the USEPA Primary Drinking Water Regulations.

City Sampling: The City reserves the right to sample and test each truckload of Product prior to offloading of the shipment to ensure compliance with these specifications. The City may reject any deliveries not meeting these specifications. Failure to reject a delivery shall not constitute a waiver of any of the requirements of the specifications.

Shipment Rejection: Rejection of a shipment of Product that does not meet specifications will be at the sole discretion of the City's Director of Utilities, or his/her authorized representative and will result in the vendor being responsible for payment for any return freight as well as the provision of another shipment of Product meeting specifications.

Delivery: The Product shall be delivered by bulk truckload in quantities not to exceed 5,000 gallons per load. The tank truck must be equipped with self-unloading equipment.

Delivery is to be F.O.B.

City of Waxahachie Howard Road Surface Water Treatment Plant
1900 Howard Road

Waxahachie, Texas 75165

or

Robert W. Sokoll Surface Water Treatment Plant

312 Alton Adams Drive

Waxahachie, Texas 75165

Price: Bid price shall be per pound of Hydrofluorosilicic Acid, Fluoride 25% solution.

3. SCOPE of SERVICES CONT

LIQUID ALUMINUM SULFATE (ALUM) 48% – 2,950,000 Pounds or 1,475 Tons

Quantity of Product 1,884,000 Pounds or 942 Tons

The estimated usage during the term of this bid is 2,950,000 pounds or 1,475 tons in solution. The City reserves the right to purchase according to actual need and may or may not purchase the estimate quantity.

Affidavit of Compliance: Bidders must submit with the bid proposal, an affidavit of compliance acknowledging that the Product furnished complies with current National Sanitation Foundation (NSF); American National Standards Institute (ANSI) 60 Certification for drinking water treatment chemicals; and American Water Work Association Standards B403-16 Aluminum Sulfate. All current standards for state and federal regulations for drinking water additives and treatment chemical must be met.

Purity: The Aluminum Sulfate supplied shall be not less than 48.5% $Al_2(SO_4)_3 - 14H_2O$ in water

Material Specifications: The liquid Aluminum Sulfate shall contain no impurities in any quantity capable of producing deleterious or injurious effects upon the health of those consuming water to which the Aluminum Sulfate has been added or causing water so treated to fail to meet the requirements of the USEPA Primary Drinking Water Regulations.

City Sampling: The City reserves the right to sample and test each truckload of Product prior to offloading of the shipment to ensure compliance with these specifications. The City may reject any deliveries not meeting these specifications. Failure to reject a delivery shall not constitute a waiver of any of the requirements of the specifications.

Shipment Rejection: Rejection of a shipment of Product that does not meet specifications will be at the sole discretion of the City's Director of Utilities, or his/her authorized representative and will result in the vendor being responsible for payment for any return freight as well as the provision of another shipment of Product meeting specifications.

Delivery: The Product shall be delivered by bulk truckload in quantities not to exceed 5,000 gallons per load. The tank truck must be equipped with self-unloading equipment.

Delivery is to be F.O.B.

City of Waxahachie Howard Road Surface Water Treatment Plant

1900 Howard Road

Waxahachie, Texas 75165

or

Robert W. Sokoll Surface Water Treatment Plant

312 Alton Adams Drive

Waxahachie, Texas 75165

Price: Bid price shall be per pound of Aluminum Sulfate (ALUM) 48%.

3. SCOPE of SERVICES CONT

LIQUID AMMONIUM SULFATE, LAS, 38% TO 42% ammonium sulfate by weight

Quantity of Product 385,000 Pounds or 193 Dry Tons

The estimated usage during the term of this bid is **385,000 pounds or 193 dry tons** in solution. The City reserves the right to purchase according to actual need and may or may not purchase the estimate quantity.

Affidavit of Compliance: Bidders must submit with the bid proposal, an affidavit of compliance acknowledging that the Product furnished complies with current National Sanitation Foundation (NSF); American National Standards Institute (ANSI) 60 Certification for drinking water treatment chemicals; and American Water Work Association Standards B303-00 (Revision of ANSI/AWWA B303-95). All current standards for state and federal regulations for drinking water additives and treatment chemical must be met.

Purity: LAS shall contain between 38 to 40 percent Ammonium Sulfate by weight. The available ammonia content, expressed as NH₃, shall be 9.8 – 10.8. The free-acid content, expressed as H₂S₀₄, shall not exceed 0.15 percent, pH 5.0 – 7.0, and specific gravity 1.20 – 1.24 at standard conditions.

Material Specifications: The liquid Ammonium Sulfate (LAS) supplied in accordance with this standard contain no soluble material and/or organic substances in quantities capable of producing or injurious effects upon the health of those consuming water, which has been treated properly with ammonium sulfate.

City Sampling: The City reserves the right to sample and test each truckload of Product prior to offloading of the shipment to ensure compliance with these specifications. The City may reject any deliveries not meeting these specifications. Failure to reject a delivery shall not constitute a waiver of any of the requirements of the specifications.

Shipment Rejection: Rejection of a shipment of Product that does not meet specifications will be at the sole discretion of the City's Director of Utilities, or his/her authorized representative and will result in the vendor being responsible for payment for any return freight as well as the provision of another shipment of Product meeting specifications.

Delivery: The Product shall be delivered by bulk truckload in quantities not to exceed 5,000 gallons per load. The tank truck must be equipped with self-unloading equipment. Delivery is to be F.O.B.

City of Waxahachie Howard Road Surface Water Treatment Plant
1900 Howard Road
Waxahachie, Texas 75165
or
Robert W. Sokoll Surface Water Treatment Plant
312 Alton Adams Drive
Waxahachie, Texas 75165

Price: Bid price shall be per pound of Ammonium Sulfate, LAS, 38% to 42%.

3. SCOPE of SERVICES CONT

LIQUID SODIUM HYDROXIDE, Caustic Soda 50% Solution

Quantity of Product 681,560 Pounds or 340 Tons

The estimated usage during the term of this bid is **681,560 pounds or 340 tons** of 50% solution. The City reserves the right to purchase according to actual need and may or may not purchase the estimate quantity.

Affidavit of Compliance: Bidders must submit with the bid proposal, an affidavit of compliance acknowledging that the Product furnished complies with current National Sanitation Foundation (NSF); American National Standards Institute (ANSI) 60 Certification for drinking water treatment chemicals; and American Water Work Association Standards B501-13 and B501-93. All current standards for state and federal regulations for drinking water additives and treatment chemical must be met.

Purity: The Caustic Soda supplied shall be membrane grade. The liquid sodium hydroxide shall contain no impurities in any quantity capable of producing deleterious or injurious effects upon the health of those consuming water to which the sodium hydroxide has been added or causing water so treated to fail to meet the requirements of the USEPA Primary Drinking Water Regulations.

Material Specifications: The caustic soda shall conform to AWWA Standards mentioned above as well as B501-98. A certificate of analysis shall accompany each shipment or the shipment will be subject to rejection. The shipment shall contain no soluble material or organic substances in quantities capable of producing injurious effects on the health of those consuming water that has been properly treated by the caustic soda.

City Sampling: The City reserves the right to sample and test each truckload of Product prior to offloading of the shipment to ensure compliance with these specifications. The City may reject any deliveries not meeting these specifications. Failure to reject a delivery shall not constitute a waiver of any of the requirements of the specifications.

Shipment Rejection: Rejection of a shipment of Product that does not meet specifications will be at the sole discretion of the City's Director of Utilities, or his/her authorized representative and will result in the vendor being responsible for payment for any return freight as well as the provision of another shipment of Product meeting specifications.

Delivery: The Product shall be delivered by bulk truckload in quantities not to exceed 5,000 gallons per load. The tank truck must be equipped with self-unloading equipment. Delivery is to be F.O.B.

City of Waxahachie Howard Road Surface Water Treatment Plant
1900 Howard Road

Waxahachie, Texas 75165

or

Robert W. Sokoll Surface Water Treatment Plant

312 Alton Adams Drive

Waxahachie, Texas 75165

Price: Bid price shall be per pound of Sodium Hydroxide, Caustic Soda 50% Solution.

3. SCOPE of SERVICES CONT

LIQUID SODIUM HYDROXIDE, Caustic Soda 25% Solution

Quantity of Product 736,690 Pounds or 638 Tons

The estimated usage during the term of this bid is **736,690 pounds or 638 tons** of 25% solution. The City reserves the right to purchase according to actual need and may or may not purchase the estimate quantity.

Affidavit of Compliance: Bidders must submit with the bid proposal, an affidavit of compliance acknowledging that the Product furnished complies with current National Sanitation Foundation (NSF); American National Standards Institute (ANSI) 60 Certification for drinking water treatment chemicals; and American Water Work Association Standards B501-13 and B501-93. All current standards for state and federal regulations for drinking water additives and treatment chemical must be met.

Purity: The Caustic Soda supplied shall be membrane grade. The liquid sodium hydroxide shall contain no impurities in any quantity capable of producing deleterious or injurious effects upon the health of those consuming water to which the sodium hydroxide has been added or causing water so treated to fail to meet the requirements of the USEPA Primary Drinking Water Regulations.

Material Specifications: The caustic soda shall conform to AWWA Standards mentioned above as well as B501-98.

A certificate of analysis shall accompany each shipment or the shipment will be subject to rejection.

The shipment shall contain no soluble material or organic substances in quantities capable of producing injurious effects on the health of those consuming water that has been properly treated by the caustic soda.

City Sampling: The City reserves the right to sample and test each truckload of Product prior to offloading of the shipment to ensure compliance with these specifications. The City may reject any deliveries not meeting these specifications. Failure to reject a delivery shall not constitute a waiver of any of the requirements of the specifications.

Shipment Rejection: Rejection of a shipment of Product that does not meet specifications will be at the sole discretion of the City's Director of Utilities, or his/her authorized representative and will result in the vendor being responsible for payment for any return freight as well as the provision of another shipment of Product meeting specifications.

Delivery: The Product shall be delivered by bulk truckload in quantities not to exceed 5,000 gallons per load. The tank truck must be equipped with self-unloading equipment.

Delivery is to be F.O.B.

City of Waxahachie Howard Road Surface Water Treatment Plant
1900 Howard Road

Waxahachie, Texas 75165

or

Robert W. Sokoll Surface Water Treatment Plant

312 Alton Adams Drive

Waxahachie, Texas 75165

Price: Bid price shall be per pound of Sodium Hydroxide, Caustic Soda 25% Solution.

3. SCOPE of SERVICES CONT

CATANIONIC POLYMER – FBS-587C and Aqualum 4001 and Aqualum 3006

Quantity of Product 38,800 pounds or 16 totes (250 Gallon Totes)

The estimated usage during the term of this bid is **38,800 pounds or 16 totes (250 Gallon Totes)**. The City reserves the right to purchase according to actual need and may or may not purchase the estimated quantity.

Affidavit of Compliance: Bidders must submit with the bid proposal, an affidavit of compliance acknowledging that the Product furnished complies with current National Sanitation Foundation (NSF); American National Standards Institute (ANSI) 60 Certification for drinking water treatment chemicals; and American Water Work Association Standards. All current standards for state and federal regulations for drinking water additives and treatment chemical must be met.

Purity: Polymer shall be of a moderate molecular weight, highly cationic liquid that is effective as a primary coagulant in raw water clarification.

Material Specifications: It is the city's intent to only accept bids from vendors whose polymer blend(s) are pre-approved.

The following polymers are currently pre-approved:

FBS-587C and Aqualum 4001 and Aqualum 3006

In order to become preapproved vendors must contact City of Waxahachie Water Treatment Superintendent and set up an appointment to jar test their product following instructions in the section labeled Jar Testing. Water Treatment Superintendent can be reached at 469.309.4361 between the hours of 08:00 am to 04:30 pm, Monday through Friday.

Jar Testing: All Bidders shall be required to perform a "jar test" and a full-scale test at the Water Treatment Plant to determine if their product will perform, at a minimum, to the standards of the Water Treatment Facility. If the jar test is not completed seven days before the bid deadline, the bids will be considered non-responsive. Jar testing will take place onsite at the Howard Road Surface Water Treatment Plant located at 1900 Howard Road, Waxahachie, Texas 75165.

Calculation for evaluation will be as follows: Polymer shall comply with AWWA Standard B451 and be NSF Certified for Water Treatment. Cost will be evaluated based on the amount of polymer required per million gallons to perform adequately to its defined purpose.

A certified analysis shall accompany each shipment or shipment shall be subject to rejection.

3. SCOPE of SERVICES CONT

CATANIONIC POLYMER CONT.

City Sampling: The City reserves the right to sample and test each truckload of Product prior to offloading of the shipment to ensure compliance with these specifications. The City may reject any deliveries not meeting these specifications. Failure to reject a delivery shall not constitute a waiver of any of the requirements of the specifications.

Each bidder will be required to supply a (1) gallon product sample for operational testing at no expense to the City of Waxahachie. This sample will be used as a plant trail at the City of Waxahachie's discretion.

Shipment Rejection: Rejection of a shipment of Product that does not meet specifications will be at the sole discretion of the City's Director of Utilities, or his/her authorized representative and will result in the vendor being responsible for payment for any return freight as well as the provision of another shipment of Product meeting specifications.

Delivery: The Product shall be delivered in totes and in quantities not to exceed 275 gallons per tote. The truck must be equipped with self-unloading equipment.

Delivery is to be F.O.B.

City of Waxahachie Howard Road Surface Water Treatment Plant
1900 Howard Road
Waxahachie, Texas 75165

Price: Bid price shall be per pound of Catanionic Polymer.

3. SCOPE of SERVICES CONT

LIQUID CHLORINE 99.5% pure

Quantity of Product 96 Tons

The estimated usage during the length of this bid is **96 tons**. The City reserves the right to purchase according to actual need and may or may not purchase the estimate quantity.

Affidavit of Compliance: Bidders must submit with the bid proposal, an affidavit of compliance acknowledging that the Product furnished complies with current National Sanitation Foundation (NSF); American National Standards Institute (ANSI) 60 Certification for drinking water treatment chemicals; and American Water Work Association Standards B301-87. All current standards for state and federal regulations for drinking water additives and treatment chemical must be met.

Purity: The Liquid Chlorine supplied shall be standard liquid chlorine for use as a disinfectant for water and wastewater treatment. The chlorine shall be 99.5% pure by volume as obtained from vaporized liquid chlorine.

Material Specifications: The liquid chlorine shall conform fully to AWWA Standards B301-87 for liquid chlorine.

Two lead washers shall be supplied for each one-ton container.

City Sampling: The City reserves the right to sample and test each load of Product prior to offloading of the shipment to ensure compliance with these specifications. The City may reject any deliveries not meeting these specifications. Failure to reject a delivery shall not constitute a waiver of any of the requirements of the specifications.

Safety Requirements/Training

Contractor shall employ only handling procedures which conform fully to the most current safety guidelines promulgated by the Chlorine Institute, Inc. Records of contractor training are required for the City's Risk Management Plan.

All chlorine containers are to be carefully examined upon receipt. Any containers which exhibit evidence of leakage, structural damage, corrosion, metal fatigue, improper handling or filling, excessive layers of loose and peeling paint, or sufficient maintenance shall be rejected and ordered removed from the site. Any containers arriving with a pressure exceeding the vapor pressure of the liquid chlorine shall be rejected. All containers supplied under this contract shall be maintained in such a manner as not to subject those persons working near them to an undue hazard.

All valves shall be clean, free of dirt, and able to be operated by the use of conventional tools designed for that purpose. Any containers having valves which may not be operated by the use of conventional tools will be set aside and the supplier ordered to remove them from the site within twenty-four (24) hours.

3. SCOPE of SERVICES CONT

LIQUID CHLORINE 99.5% pure CONT.

The net weight and tare weight of each container shall be affixed to each container in a secure manner.

Shipment Rejection: Rejection of a shipment of Product that does not meet specifications will be at the sole discretion of the City's Director of Utilities, or his/her authorized representative and will result in the vendor being responsible for payment for any return freight as well as the provision of another shipment of Product meeting specifications.

Delivery: Deliveries to the Howard Road Surface Water Treatment Plant will be minimum of nine (9) containers for each order and one (1) container for each order at the Robert Sokoll Surface Water Treatment Plant.

Delivery is to be F.O.B.

City of Waxahachie Howard Road Surface Water Treatment Plant
1900 Howard Road
Waxahachie, Texas 75165

or

Robert W. Sokoll Surface Water Treatment Plant
312 Alton Adams Drive
Waxahachie, Texas 75165

The supplier must have the capability of unloading the chlorine ton containers using supplier owned equipment. The supplier must be able to comply with all aspects of the City's Risk Management Plan (RMP).

Price: Bid price shall be per pound of chlorine.

3. SCOPE of SERVICES CONT

POLYMER for WASTEWATER SLUDGE DE-WATERING

Quantity of Product 25,300 pounds or 11 - 250 Gallon Totes

The estimated usage during the term of this bid is **25,300 pounds or 11 - 250 Gallon Totes**. The City reserves the right to purchase according to actual need and may or may not purchase the estimated quantity.

Affidavit of Compliance: Bidders must submit with the bid proposal, an affidavit of compliance acknowledging that the Polymer furnished will comply with the specifications as listed.

Purity: Bids will be awarded based on polymer and dosage that is the best value to the City of Waxahachie.

Material Specifications: For the purpose of dewatering wastewater sludge in the City's wastewater treatment process, it is the City's intent to only accept bids from vendor's whose polymer has been pre-approved. The following polymers are currently pre-approved:

FBS - 1085

In order to become preapproved, prospective vendors must contact City of Waxahachie Wastewater Treatment Superintendent 469.309.4341 between the hours of 08:00 am to 04:30 pm, Monday through Friday to schedule an appointment to test their polymer. For additional details on the testing requirements and procedures see section below titled Testing. Polymer bids from vendor's that are not pre-approved will be rejected.

Testing: All Bidders shall be required to perform a "jar test" and a full-scale test at the Wastewater Treatment Plant to determine if their polymer will perform, at a minimum, to the standards of the Wastewater Treatment Facility. All testing shall take place onsite at the Wastewater Treatment Plant located at 2301 Howard Road, Waxahachie, Texas 75165.

Each proposed polymer is to be evaluated and supported data submitted to the Wastewater Treatment Plant Superintendent for pre-approval status. Solids concentration testing will be performed at the wastewater treatment plant lab. All testing and trials must be completed seven (7) days before bid opening. Results shall be submitted with bid. If the testing is not completed seven (7) days before the bid deadline, the bids will be considered non-responsive.

A certified analysis shall accompany each shipment or shipment shall be subject to rejection.

3. SCOPE of SERVICES CONT

POLYMER for WASTEWATER SLUDE DE-WATERING CONT.

City Sampling: The City reserves the right to sample and test each truckload of Product prior to offloading of the shipment to ensure compliance with these specifications. The City may reject any deliveries not meeting these specifications. Failure to reject a delivery shall not constitute a waiver of any of the requirements of the specifications.

Each bidder will be required to supply a (1) gallon product sample for operational testing at no expense to the City of Waxahachie. This sample will be used as a plant trail at the City of Waxahachie's discretion.

Shipment Rejection: Rejection of a shipment of polymer that does not meet specifications will be at the sole discretion of the City's Director of Utilities, or his/her authorized representative and will result in the vendor being responsible for payment for any return freight as well as the provision of another shipment of polymer meeting specifications. Any damaged or leaking totes will be rejected.

Delivery: The Polymer shall be delivered in totes in quantities not to exceed 275 gallons weighing 2300 pounds per tote. The truck must be equipped with self-unloading equipment such as a rear lift gate.

Delivery is to be F.O.B.

City of Waxahachie Wastewater Treatment Plant
2301 Howard Road
Waxahachie, Texas 75165

Price: Bid price shall be per pound of Polymer.

4. TECHNICAL REPRESENTATIVE

During the term of the contract, the successful vendor shall provide a qualified technician within 48 hours of the City of Waxahachie's request, any time deemed reasonable at no cost to the City of Waxahachie.

The successful vendor shall provide the City of Waxahachie with the names of two (2), at the minimum, qualified company technicians, along with business contact numbers and point of contact name to be reached in emergency situations 24-hour/7 day a week. The successful vendor shall provide the City of Waxahachie with all product related safety information and SDS.

The intent of the City of Waxahachie is to purchase and use the successful vendor(s) product throughout the period designated. However, regulatory requirements and changes in raw water and/or wastewater characteristics may justify the need to consider other products when necessary. If so, the current supplier will be given the first opportunity to provide alternate products at or below the current bid cost per pound of coagulant. If this cannot be accomplished, bids will be requested for an alternate specified product(s).

5. INSPECTIONS

City of Waxahachie reserves the right and shall be at liberty to inspect all materials and shall have the right to reject all materials which do not conform with the material specifications provided herein; however, City of Waxahachie is under no duty to make such inspection.

6. SAFETY REQUIREMENTS

Contractor shall employ only handling procedures which conform fully to the most current safety guidelines promulgated by the Chlorine Institute, Inc. and Occupational Safety and Health Administration (OSHA).

All City of Waxahachie safety policies and procedures for chemical handling must be adhered to from every supplier and delivery vehicles while on the City of Waxahachie facilities.

All contractor personnel are to don PPE according to the SDS, supplier safety regulations, and comply with all established City safety requirements.

All delivery trucks entering the owner's property shall bear a label or some other identifying mark indicating what is being delivered and the onboard material must match the manifest.

All delivery drivers will be required to wear a reflective safety vests while on owner's facility at all times during offloading chemicals and while out of the vehicle on the owner's property. A reflective vest will be provided to the driver and be required to wear it while on facility. We ask the vest to be returned to the Waxahachie personnel before departing the facility.

6. SAFETY REQUIREMENTS CONT.

All vehicles entering the owner's property must have all the below items in working order:

- Headlights and brake lights must be operable and in the "on" position upon entering the facility
- All vehicles must have audible horns
- All vehicles with obstructed rear view must be equipped with back-up alarms or the vehicle will be backed up only when an observer signals it is safe to do so
- All cab glass must reflect "no" visible distortion affecting the safe operation while on the owner's property
- 18" cones must be placed at the front and back corners of the vehicle and any equipment to assist with the offloading of any and all material. Once the material has been offloaded and all paperwork has been completed – the cones may be removed signaling the truck will be in an operable manner shortly thereafter.

The supplier shall provide the City of Waxahachie with a minimum of two (2) point of contact; name, email and phone number for ordering, and an emergency phone number for 24-hour service – 7 days a week – 365 days a year.

Immediately report any chemical spill to a City of Waxahachie personnel and Waxahachie Fire Department must be notified as well for mitigating purposes should a spill occur while on the owner's facility. The supplier shall be responsible for any chemical spills that occur during the unloading of the chemical. Any chemical spill must be cleaned up and properly disposed of by the supplier prior to departing the facility.

All valves shall be clean, free of dirt, and able to be operated by the use of conventional tools designed for that purpose. Any containers having valves which may not be operated by the use of conventional tools will be set aside and the supplier ordered to remove them from the facility within twenty-four (24) hours.

The net weight and tare weight of each container shall be affixed to each container in a secure manner.

7. OTHER ITEMS THAT MUST BE IN THE BID

- Statement describing maintenance procedures on all delivery vehicles to ensure there are no leaks or malfunctions on vehicle equipment
- Statement certifying annual training on Hazardous Material delivery is conducted on all drivers and new drivers are trained prior to being deployed
- A Statement describing the safety precautions taken and what safety equipment is carried on the delivery vehicles. A testing or calibration certificate showing safety equipment on vehicle is properly maintained.
- Statement certifying annual certifications conducted on all cranes and hoists on all delivery trucks including a copy of each vehicles recent certification of crane and hoist delivering to City of Waxahachie sites at any time.
- Number of delivery trucks and delivery drivers available to the City of Waxahachie
- Statement describing if background checks are done on drivers
- Working hours for emergency and non-emergency deliveries

8. STATEMENT ANSWERING THE FOLLOWING QUESTIONS

- What is the turnaround time for call in order of 1 ton cylinders?
- What is the cost for a "Hot Shot" order of all listed items?
 - A Hot shot is defined as an emergency delivery that will occur within 4 hours of the supplier being notified
- Statement describing container and cylinder condition assessment checks detailing:
 - Items checked prior to filling
 - Items checked after filling
 - Items checked when returned empty
 - Items changed prior to filling
 - How often the tanks are checked
 - How often the tanks are cleaned and painted
 - ❖ What is the cleaning and painting procedure for containers and cylinder

9. BID FORM

Item	Quantity	Unit/ Measure	Description Unit Price	Unit Price	Amount
1	50,900 GAL/ 25 Dry Tons	Gallons	Hydrofluorosilicic Acid, Fluoride	\$ _____	\$ _____
2	2,950,000 GAL/ 1,475 Tons	Gallons	Liquid Aluminum Sulfate (ALUM) 48%	\$ _____	\$ _____
3	385,000 GAL/ 192.5 Dry Tons	Gallons	Liquid Ammonium Sulfate, LAS, 38% to 42%	\$ _____	\$ _____
4	681,560 GAL/ 340 Tons	Gallons	Liquid Sodium Hydroxide, Caustic Soda 50% Solution	\$ _____	\$ _____
5	736,690 GAL/ 638 Tons	Gallons	Liquid Sodium Hydroxide, Caustic Soda 25% Solution		
6	38,800 GAL/ 16 Totes	250 Gallon Totes	Cationic Polymer (FBS-587C, Aqualum 4001 and Aqualum 3006)	\$ _____	\$ _____
7	96 Tons	1 Ton Containers	Liquid Chlorine 99.5% Pure	\$ _____	\$ _____
8	25,300 GAL/ 11 Totes	250 Gallon Totes	Wastewater De-watering Polymer	\$ _____	\$ _____
9	Additional fee for "Hot Shot" deliveries			\$ _____	Per Trip
10	Delivery fee			\$ _____	Per site/trip
11	Other fees not listed			\$ _____	Per
12	Other fees not listed			\$ _____	Per

10. PAYMENT TERMS

- 1) PAYMENT TERMS: Net 30 (Vendor paid within 30 days of invoice or receipt of goods accepted in good order.)
- 2) PROMPT PAYMENT DISCOUNT: _____% within 10 days (e. g. 1%, 2%, 5%)
(if applicable)

11. REFERENCES

References: The City of Waxahachie will conduct reference checks as needed to evaluate bids. The City of Waxahachie may contact those listed, and inclusion of this listing in your bid is agreement the City of Waxahachie may contact the named reference. The City of Waxahachie reserves the right to contact other companies or individuals that can provide information to the City of Waxahachie that will assist in fully evaluating the Service Provider. All reference checks must show the successful bidder is in good standing with their current and previous customers. All bidders are required to provide a **minimum of three (3)** references from current and recent clients of similar size and scope.

COMPANY/OWNER:

CONTACT(S): _____

PHONE: _____ EMAIL: _____

COMPANY/OWNER:

CONTACT(S): _____

PHONE: _____ EMAIL: _____

COMPANY/OWNER:

CONTACT(S): _____

PHONE: _____ EMAIL: _____

12. CONTRACT STANDARD TERMS & CONDITIONS

1. Effect of these terms – These terms shall govern the purchase order (the “Order”). In some cases, the Order may be in conjunction with a written agreement regarding the Goods, signed by parties, containing terms and conditions in addition to these terms (a “Written Agreement”). These terms, and the terms of a Written Agreement, are intended to supplement each other and be harmonized as if they were embodied in a single instrument. However, in the event of a conflict between these terms and the terms of a Written Agreement, the terms of the Written Agreement shall control. The Order is comprised of the Purchase Order Document, including all documents incorporated therein by reference, these Purchase Order Standard Terms and Conditions and any Written Agreement.

2. Goods – The Goods means the items identified on the face of this Order and include the furnishing, performing and paying, in strict accordance with the Order, all labor, services, materials, equipment, freight, delivery, storage, supervision, taxes, insurance, testing, inspection, training, documentation, drawings, data, plans, models, work product and start up necessary or incidentally required with respect to the items identified on the face of the Order.

3. Payments –

Unless otherwise requested by City of Waxahachie, invoices shall

- (a) be rendered separately for each delivery and (b) cover not more than one Order;

Each Invoice shall include:

- a. Seller's name, address and telephone number
- b. An invoice date and number
- c. City of Waxahachie's Order number
- d. Invoice total
- e. Amount of Order
- f. Seller's "remit to" address

Each invoice line should include:

- 1. A full description of the material/service ordered, and part number if provided on the Order.
- 2. Quantities ordered; quantities delivered; unit prices and extended prices if applicable.
- 3. Date(s) of services/delivery
- 4. If the Order has multiple lines, the invoice lines should specify the Order line being charged

Complete and accurate information is required for timely payment. If an invoice contains errors or fails to include required information, a corrected invoice should be submitted for payment or possible payment delay will be incurred. The payment terms commence with delivery of conforming Goods and the receipt of a correct invoice.

Invoices shall be mailed to:

City of Waxahachie
ATTN: Rita Munoz
401 S. Rogers Street
Waxahachie, TX 75165

12. CONTRACT STANDARD TERMS & CONDITIONS CONT

Payment shall be made within thirty (30) days from delivery of conforming Goods and receipt of a correct invoice. Any payments terms set forth on Seller's invoice are void and specifically rejected. All of Seller's invoices are subject to adjustment for errors, shortages, defects in the Goods or other failure of Seller to meet the requirements of the Order.

4. Disputed Amounts – In the event City of Waxahachie disputes with Seller any amounts, in whole or in part, attributable to an invoice, or if an invoice is prepared or submitted incorrectly or without proper supporting documents, City of Waxahachie shall not be obligated to pay the disputed amount to Seller until said dispute is resolved. City of Waxahachie will notify Seller of the amounts in dispute and/or the reason(s) the invoice is not acceptable.

5. Quantity. Goods shipped in excess of the quantity designated in this Order may be returned at Seller's expense and at Seller's risk of loss.

6. Delivery. Each package shall be numbered and labeled with City of Waxahachie's order number when applicable, contents and weight, shall contain an itemized packing slip (which must include a copy of the face of the Order) and shall be properly packed for shipment and safe transit to the destination. No charges will be allowed for packing, crating, freight, express or cartage unless otherwise specified in the Order. Time is of the essence to this Order. If any Goods are not delivered or performed within the time specified in this Order or within a reasonable time if no time is so specified, City of Waxahachie may (i) refuse to accept such Goods and terminate this Order, and (ii) require Seller to ship the Goods by the most expeditious means of transportation whereupon any additional transportation charges in excess of those which would apply for the usual means of transportation shall be for the account of Seller. Unless otherwise stated on the face of the Order, delivery terms are F.O.B. City of Waxahachie receiving facility.

7. Motor Vehicles – All motor vehicles on the City of Waxahachie facilities, including automobiles; motor bikes; motorcycles; and all other motor-propelled vehicles must have a registration, must be registered and operated in compliance with the laws of the State of Texas. All drivers and operators must have current, valid driver's license with them before being admitted inside of any City of Waxahachie utility private facility. No vehicle and/or any device shall be left unattended after gaining entry to the City of Waxahachie facility.

8. Contractor Personnel – All Contractor personnel will carry on their person while on a City of Waxahachie facility a driver's license and Contractor identification (Contractor name, personnel name must match driver's license, and photo). Each Contractor personnel must have proper identification to gain access to any gated area or restricted area long with City of Waxahachie designated personnel at all times. No vehicle and/or any device shall be left unattended after gaining entry to the City of Waxahachie facilities.

9. Fair Labor Standards Act – Seller hereby agrees the goods will be produced in compliance with the Fair Labor Standards Act.

10. Assignment – Any assignment of this Order by Seller without the prior written consent of City of Waxahachie is prohibited and shall be void. Seller shall not subcontract any part of the Goods without City of Waxahachie's consent.

12. CONTRACT STANDARD TERMS & CONDITIONS CONT

11. Non-Waiver – No waiver by either party of any breach of any of the terms of this Order by the other party shall be construed as a waiver of any subsequent breach, whether of the same or of any other term of this Order.

12. Compliance with Laws – Seller shall comply with all applicable federal, state and municipal laws, codes, regulations and ordinances and pay all fees, licenses, taxes, including sales and use taxes, and expenses required by such compliance in respect to the Goods performance of this Order. Goods shall comply with all applicable codes, laws, regulations, standards and ordinances at the time the Goods are delivered.

13. Tax Exemption – The City of Waxahachie is a governmental agency and claims exemption from payment of Sales and Use taxes under Sections 151.309, 321.207, and 321.208, Texas Tax Code.

14. Changes – The City of Waxahachie without invalidating the Order, may order changes in drawings, designs, specifications, materials, quantities, packaging, time and place of delivery and method of transportation by issuing a written Change Order to Seller executed by City of Waxahachie. Seller shall not be entitled to any change in the purchase price or time of performance absent a written Change Order executed by City of Waxahachie. Seller shall promptly comply with any Change Order issued by City of Waxahachie.

15. Acceptance of Order – Acceptance of this Order is limited to the terms and conditions on its face, these Purchase Order Standard Terms and Conditions and any Written Agreement (as defined in Section 1). In case of any conflicts between the terms of this Order and the terms of Seller's forms, the terms of this Order shall control. By signing this Order, or by in any way commencing performance hereunder, Seller accepts all of the terms and conditions herein. No attempted acceptance which varies or adds to the terms and conditions stated herein shall be effective. Any such Bid shall be deemed rejected. All previous offers by Seller have been or are hereby rejected. City of Waxahachie shall not be bound by terms additional to or different from those contained in this Order that may appear in Seller's quotation, Bid, acknowledgement, invoice, or any other communication from Seller, unless such terms are expressly agreed to in writing signed by City of Waxahachie. This Order (including any Written Agreement made part hereof) is intended by the parties hereto as the final expression of their agreement and is the complete and exclusive statement of the terms thereof. All written or oral negotiations, Bids, understandings and agreements prior to the date of this Order are merged herein and superseded hereby.

16. Confirmation – Seller shall submit confirmations on all transactions arising from the subject Purchase Order. Confirmations shall reference the subject Purchase order Number and be sent to:

City of Waxahachie
ATTN: Rita Munoz – Utility Department
401 S. Rogers Street
Waxahachie, TX 75165

12. CONTRACT STANDARD TERMS & CONDITIONS CONT

17. Right to Inspect – Seller shall perform all inspections and tests as required by the Order. The City of Waxahachie’s reasonable advance notice to Seller; City of Waxahachie may observe, inspect and/or test all Goods at any time or place, including the Seller’s and the Seller’s premises. Seller shall furnish, without additional charge, all reasonable facilities, equipment and assistance required for safe and convenient observation, inspection and/or tests on Seller’s premises.

If this Order specifies interim or final inspections prior to shipment, or witness of, or participation in tests, Seller shall give City of Waxahachie a minimum of five (5) working days advance written notice of the date established for such inspection or test.

If City of Waxahachie deems Goods as not in conformance with the Order, the Seller shall take prompt action to correct such non-conformance. At City of Waxahachie discretion, the cost of all subsequent inspections by City of Waxahachie shall be deducted from the purchase price.

City of Waxahachie’s inspection, or witness of, or participation in any tests shall not relieve Seller of its obligations to assure Goods conform to all Order requirements.

18. SDS and Product Information – Seller shall notify City of Waxahachie in writing if Goods or parts thereof are subject to laws or regulations relating to hazardous or toxic substances or, when disposed of, to regulations governing hazardous wastes, or to any other health, safety and/or environmental regulations. Seller shall furnish all appropriate shipping certification, labeling and Safety Data Sheets in compliance with all applicable laws. Seller shall furnish instructions for shipping, safety, handling, exposure and disposal in a form sufficiently clear for use by City of Waxahachie’s personnel and sufficiently specific to identify all action which the user must take regarding the material.

Any person and/or business entity that enters into a contract with the City of Waxahachie must give advance notice to the City of Waxahachie if any employee or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The notice must also describe the role the employee, owner, or operator will perform in executing the contract. The City of Waxahachie may require substitution of employees in the performance of the contract. The City of Waxahachie may terminate a contract with a person or business entity if the City of Waxahachie determines the person or business entity failed to give notice as required by this clause, misrepresented the conduct resulting in the conviction, or failed to substitute personnel at City of Waxahachie’s request.

13. BID SIGNATURES

I, the undersigned agent for the firm named below, certify the information has been reviewed by me and the following information furnished is true to the best of my knowledge.

CONTRACTOR:

Firm Name: _____

Name: _____

Title: _____

Phone: _____

Email: _____

Tax Identification Number: _____

Signature: _____

Date: _____

IF JOINT VENTURE:

Firm Name: _____

Name: _____

Title: _____

Phone: _____

Email: _____

Tax Identification Number: _____

Signature: _____

Date: _____

13. BID SIGNATURES CONT

This Agreement is executed in two original copies and becomes effective as of the date of signature by the Utilities Director or his designee.

City of Waxahachie

Printed Name: _____

City of Waxahachie Authorized Signature Approval:

Title: _____

Signature Date: _____

Effective Date of Contract: _____

END OF DOCUMENT