

**CITY OF CORPUS CHRISTI  
PURCHASING DIVISION  
P. O. BOX 9277  
CORPUS CHRISTI, TEXAS 78469  
BID INVITATION**

---

INVITATION TO:

INVITATION NO.: BI-0064-10  
(Must appear on Bidder's return envelope)

COMMODITY: **Sodium Hypochlorite Solution**

REQUISITION NO.(S) **N/A**

BID CLOSING TIME: **11:00 a.m., February 17, 2010**  
(By Purchasing Division Time Stamp)

This invitation includes these forms:

- \*Bid Invitation
- Notice To All Bidders
- Instructions to Bidders
- Std. Purchase Terms & Conditions
- \*Bid Sheet
- Specification No. 1174
- Supply Agreement Standard Provisions
- Insurance Requirements – Attachment "A"
- \*Affidavit of Insurance – Attachment "B"
- \*NSF 60/61 Questionnaire – Attachment C
- \*Minority Business Enterprise Information Form
- \*Disclosure of Interest

For information on contract:

---

**Gabriel Maldonado**  
**Senior Buyer**

Telephone: (361) 826-3165

**email:** gabrielm@cctexas.com

---

\*These documents must be properly completed and returned as must your bid.

---

**BID** (Refer to "Instructions to Bidders" before completing)

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Bid Invitation, Specifications, and Special Provisions for the amount (s) shown on the accompanying bid sheet(s), if the offer is accepted within \_\_\_ calendar days (90 days unless a different period is inserted) after date of bid opening.

Firm Name: \_\_\_\_\_ Telephone: \_\_\_\_\_ - \_\_\_\_\_ Ext. \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_ - \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ - \_\_\_\_\_ E-mail: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign Bid

Signer's Name: \_\_\_\_\_  
(Please print or type)

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

## **NOTICE TO ALL BIDDERS**

1. **BIDDER SHALL ENCLOSE IN A SEALED ENVELOPE ADDRESSED TO THE CITY OF CORPUS CHRISTI, PURCHASING DIVISION, ONE ORIGINAL AND ONE COPY OF ALL BID DOCUMENTS SUBMITTED.** The bid invitation number and bid opening date must be shown in the lower left hand corner of the sealed envelope.
2. The Bid Invitation and all Bid Sheets must be signed by Bidder.
3. Bidder must state if bid is all or none, or if any other conditions apply, otherwise, **City may pick and choose any item or group of items according to the City's best interest.**

Before submitting your bid, please read all bid invitation documents carefully. If there are questions, contact the buyer indicated on the Bid Invitation. Any discrepancies between the bid invitation and the Bidder's response generally extend the bid evaluation period and often cause the bid to be declared non-responsive.

**FACSIMILE AND ELECTRONIC MAIL BIDS:** The City Charter requires that all bids submitted be sealed and delivered in the manner required by the bid invitation, to be opened in the presence of one or more City employees and those Bidders desiring to be present. Therefore, bids submitted directly to the City by facsimile machine or electronic mail will be considered non-responsive.

**CITY OF CORPUS CHRISTI  
PURCHASING DIVISION  
INSTRUCTIONS TO BIDDERS**

**Preparation of Bids**

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, drawings, specifications, etc., must be requested in writing to Purchasing with sufficient time allowed for a reply to reach bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an amendment to the invitation, if such information is necessary to bidders in submitting bids on the invitation or if the lack of such information would be prejudicial to uninformed bidders.

**1. Specifications**

Bidders are expected to examine the specifications, drawings, standard provisions and all instructions. Failure to do so will be at the bidder's risk. Bidders may provide a product exceeding specifications, as an alternate bid, if they so desire.

**2. Information Required**

Each bidder shall furnish the information required by the invitation. The bidder shall sign the Bid Invitation, Bid Sheet, and, when appropriate, Specifications. Erasures or other changes must be initialed by the person signing the offer. Bids signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the City purchasing office.

A. The bidder should quote its lowest and best price, F.O.B. destination on each item. If delivery and shipping quantities affect unit bid price, multiple bids may be made so as to indicate "price break" quantities in order for the City to determine maximum economic benefits. Pricing should include packaging and transportation unless otherwise specified. Pricing shall be entered on the Bid Sheet in ink or typewritten. Totals shall be entered in the "Total Price" column of the Bid Sheet. In case of discrepancy between unit price and extended price, the unit price will be presumed to be correct.

B. Bids should be firm. If the bidder, however, believes it necessary to base its price on price adjustment, such a bid may be considered, but only as an alternate bid.

C. Transportation Charges. If the quoted price does not include transportation charges, such charges must be itemized separately; provided, however, that the City shall have the right to designate what method of transportation shall be used to ship the goods.

D. Taxes. The City does not have to pay Federal Excise Taxes and Texas and local retail sales and use taxes. Tax exemption certificates can be provided upon request.

E. Time, if stated as a number of days, will include Saturdays, Sundays, and holidays. Time of delivery is part of the bid and very important. The required delivery date indicated is at point of destination. If the indicated date cannot be met or date is not indicated, bidder shall state its best delivery time.

F. If the bid invitation indicates "approved equal" products are acceptable, the seller may offer an "equal" product as an alternate bid. Final "approved equal" determination remains with the City.

G. Bids submitted on other than City forms or with different terms or provisions may not be considered as responsive bids.

**3. Submission of Bids**

A. Sealed bids should be returned in an envelope marked on the outside with the bidder's name and address and **bid number**.

Address to:

City of Corpus Christi  
Purchasing Division  
P. O. Box 9277  
Corpus Christi, Texas 78469

BID NO.: \_\_\_\_\_

BID DATE: \_\_\_\_\_

B. Sealed bids may be delivered in person to the 4th Floor, City Hall, 1201 Leopard Street, Corpus Christi, Texas.

C. Bids must be returned in sufficient time so as to be received and time stamped at the above location on or before the published bid date and time shown on the bid invitation. Bids received after the published time and date cannot be considered.

4. **Modification or Withdrawal of Bids**

Bids may be modified or withdrawn by written or telegraphic notice received by the City purchasing office prior to the exact hour and date specified for receipt of bids. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact hour and date set for the receipt of bids.

5. **Evaluation Factors**

- A. **Most Advantageous Bid.** The City will award purchase orders and contracts to the lowest and responsible bidder which represents the most advantageous bid to the City, price and other factors considered. In determining the "most advantageous" bid or proposal, price, quantifiable factors, and other factors are considered. This would include specifications, delivery requirements, the initial purchase price, life expectancy, cost of maintenance and operation, operating efficiency, training requirements, disposal value, and other factors contributing to the overall acquisition cost of an item. Consideration may be given, but not necessarily limited to conformity to the specifications, product warranty, a bidder's proposed service, ability to supply and provide service, delivery to required schedules, and past performance in other contracts with the City including timely delivery.
- B. **Best Value Bid.** Alternatively, the City may award purchase orders and contracts to the bidder who submits the overall best value based upon the criteria set out in the bid.
- C. **Partial Awards.** Bidders may furnish pricing for all or any portion of the bid invitation. Unless the bidder specifies otherwise in his bid, the City may award the contract for any item or group of items shown on the bid invitation.
- D. **Reservations.** The City expressly reserves the right to:
  - 1. Waive as an informality, minor deviations from specifications at a lower price than the low bid meeting all aspects of the specifications and consider it, if it is determined that total cost is lower and the overall function is improved or not impaired;
  - 2. Waive any defect, irregularity or informality in any bid or bidding procedure;
  - 3. Reject or cancel any or all bids;
  - 4. Reissue a bid invitation;
  - 5. Extend the bid opening time and date;
  - 6. Procure any item by other means;
  - 7. Increase or decrease the quantity specified in the bid invitation, unless the bidder specifies otherwise;
  - 8. Consider and accept an alternate bid as provided herein when most advantageous to the City.

6. **Acceptance**

Acceptance of bidder's offer for an open market purchase will be in the form of a purchase order. Acceptance of bidder's offer for supply agreements will be by acceptance letter. Subsequent purchase orders and release orders may be issued as appropriate.

7. **Conflicts of Interest**

Bidders must comply with the conflict of interest provisions of the City Charter and Code of Ordinances. Prior to the submission of any bid, each Bidder must file with the City purchasing office a disclosure of interests on the form supplied by the City. Bidders are obligated to provide updated information concerning the disclosure of interests, as warranted, throughout the time the bids are being considered.

Bidders who already have a current disclosure of interest form on file in the City purchasing office will not be required to submit a separate form with their bids provided that they have signed the certificate on the Bid Sheet certifying that the disclosure of interest information on file is current and true.

8. **Equal Employment Opportunity**

Bidders are expected to comply with the Affirmative Action Policy Statement of the City with respect to its provisions concerning contractors. Any complaints filed with the City alleging that a Bidder is not an Equal Opportunity Employer due to activities arising during a previous City contract will be referred to the human relations commission of the City for the purpose of review and recommendation. Summaries of reports by the human relations administrator or the commission may be considered in any future bid awards by the City. The City expressly reserves the right to consider such reports in determining the best bid.

# CITY OF CORPUS CHRISTI

## PURCHASING DIVISION

### STANDARD PURCHASE TERMS AND CONDITIONS

Seller and City agree as follows

1. **SELLER TO PACKAGE GOODS** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE & RISK OF LOSS** The title and risk of loss of the goods shall not pass to City until City actually receives and takes possession of the goods at the point or points of delivery.
4. **DELIVERY TERMS AND TRANSPORTATION CHARGES** F.O.B. destination unless delivery terms are specified otherwise in bid. City agrees to reimburse Seller for transportation costs in the amount specified in Seller's bid, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided City shall have the right to designate what method of transportation shall be used to ship the goods.
5. **NO REPLACEMENT OF DEFECTIVE TENDER** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify City of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **PLACE OF DELIVERY** The place of delivery shall be that set forth in the block of the purchase order entitled "Receiving Agency." Any change thereto shall be effected by modification as provided for in Clause 20 hereof entitled "Modifications." The terms of this agreement are "no arrival, no sale."
7. **INVOICES & PAYMENTS**
  - a. Seller shall submit separate invoices, in duplicate, on each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail to: Accounting Division, City of Corpus Christi, P. O. Box 9277, Corpus Christi, Texas 78469. Payment shall not be due until the above instruments are submitted after delivery.
  - b. City's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for good will be returned to Seller by City.
  - c. Do not include Federal Excise, State or City Sales Tax. City shall furnish tax exemption certificates upon request.
  - d. Payment terms are net 30 days after the goods are provided or services are completed, as required, or a correct invoice is received, whichever is later.
8. **GRATUITIES** The City may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is cancelled by City pursuant to this provision, City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
9. **SPECIAL TOOLS & TEST EQUIPMENT** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and to the extent feasible shall be identified by the Seller as such.
10. **WARRANTY-PRICE**
  - a. The price to be paid by the City shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, City may cancel this contract without liability to Seller for breach or Seller's actual expense.
  - b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the City shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
11. **WARRANTY-PRODUCT** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the City. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
12. **SAFETY WARRANTY** Seller warrants that the product sold to City shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health ACT (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by City will be at Seller's expense.
13. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS** As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. City makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall City be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify City to this effect in writing within two weeks after the signing of this agreement. If City does not receive notice and is subsequently held liable for the infringement or the like, Seller will save City harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that City will pay Seller the reasonable cost of his search as to infringements.
14. **RIGHTS OF INSPECTION** City shall have the right to inspect the goods at delivery before accepting them.
15. **CANCELLATION** City shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which City may have in law or equity.
16. **TERMINATION** The performance of work under this order may be terminated in whole, or in part by the City in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of the rights of City set forth in Clause 15, herein.
17. **FORCE MAJEURE** Neither party shall be held responsible for losses resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.
18. **ASSIGNMENT-DELEGATION** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the City. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
19. **WAIVER** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
20. **MODIFICATIONS** This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
21. **INTERPRETATION-PAROL EVIDENCE** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
22. **APPLICABLE LAW** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
23. **ADVERTISING** Seller shall not advertise or publish, without City's prior consent, the fact that City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
24. **RIGHT TO ASSURANCE** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
25. **EQUAL EMPLOYMENT OPPORTUNITY**

Seller agrees that during the performance of its contract it will:

  - a. Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.
  - b. Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request.

The Seller shall be advised of any complaints filed with the City alleging that Seller is not an Equal Opportunity Employer.

The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included, however, the Seller is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.
26. **CONFLICTS OF INTEREST** Seller agrees to comply with the conflict of interest provisions of the City Charter and Code of Ordinances. Seller agrees to maintain current, updated disclosure of information on file with the City purchasing office throughout the term of this contract.

**CITY OF CORPUS CHRISTI  
PURCHASING DIVISION  
BID SHEET  
BID INVITATION NO. BI-0064-10**

DATE: \_\_\_\_\_

PAGE 1 OF 1

**BIDDER**

**AUTHORIZED SIGNATURE**

1. Refer to "Instructions to Bidders" and Standard Purchase Terms and Conditions before completing bid.
2. Quote your best price, F.O.B. Destination, on each item.
3. In submitting this bid, I certify:
  - a. That the prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other bidder or competitor, for the purpose of restricting competition with regard to prices;
  - b. That I am an Equal Opportunity Employer; and
  - c. That the disclosure of Interest information on file with City purchasing pursuant to the Code of Ordinance is current and true.

**Sodium Hypochlorite Solution Pricing per Specification 1174**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
	Six month supply agreement with option to extend for up to 5 additional six month periods subject to the approval of the supplier and the City Manager or his designee for the following:  Sodium hypochlorite solution (Aqueous), in accordance with Specification No. 1174.				
	Delivered to Broadway Treatment Plant 1402 W. Broadway	<u>106,950</u>			
	Delivered to Oso Treatment Plant 601 Nile	<u>241,575</u>			
	Delivered to Allison Treatment Plant 4101 Allison Dr.	<u>59,000</u>			
	Delivered to Laguna Madre Treatment Plant 201 Jester	<u>40,575</u>			
	<b>Unloading Delays</b>	25			
	Manufacturer: _____				
	Lead Time: _____				
	<b>AFFIDAVIT OF INSURANCE MUST BE SUBMITTED WITH BID.</b>				

**SPECIFICATIONS FOR WASTEWATER TREATING CHEMICALS  
SODIUM HYPOCHLORITE SOLUTION**

Specifications for Sodium Hypochlorite Solution (Aqueous)

This chemical will be used at the City of Corpus Christi Wastewater Treatment Plants and must conform to all the requirements of this specification.

The manufacturer must provide an affidavit of compliance to *City of Corpus Christi*, stating that at the time of delivery the chemical furnished under the release order complies with all applicable requirements of this specification.

**Material Safety Data Sheet (MSDS)** essentially similar to the U. S. Department of Labor form LSB-00S-5 **must be furnished with the bid documents.**

**MATERIAL REQUIREMENTS**

Chemical - 10-15 % Sodium Hypochlorite Solution is used for disinfection of the wastewater.

The Sodium Hypochlorite Solution (Aqueous) delivered under this agreement will meet the following specifications:

Sodium hypochlorite concentration, by weight	10-15%
Sodium chloride concentration, by weight	5 - 13%
Sodium hydroxide concentration, by weight	< 0.5 %
Iron contamination, mg/L	< 2
Copper contamination, mg/L	< 1
pH	12.5-13.5

**DELIVERY AND WEIGHING REQUIREMENTS**

**Delivering and off-loading of chemical must be in accordance with industry standards.**

**Shipment will be in approximately 4,000 gallon tank truck lots.** Each chemical shipment must be weighed on state certified truck scales located within the city limits of Corpus Christi before delivery to and after unloading at the wastewater treatment plants. The chemical supplier shall be responsible for mailing a legible copy of each chemical shipment weight "ticket" to the respective City of Corpus Christi Wastewater Plant Supervisors within 5 working days of delivery of the chemical. Payments to the chemical supplier will not be processed unless this requirement is met. Unless specific arrangements are made otherwise, deliveries will be made Monday through Sunday, between the hours of 8:00 a.m. and 5:00 p.m. The successful bidder will deliver the amount of sodium hypochlorite solution ordered within forty-eight (48) hours of order placement. Orders will be placed by telephone.

The supplier must provide a chemical analysis for each chemical shipment, which shall include % sodium hypochlorite by weight, % available chlorine by weight, % excess sodium hydroxide by weight, specific gravity of the solution, and general appearance as shown in the "Material Requirements" section of this specification. The supplier must attach a copy of the form to be used for providing the results of this chemical analysis with its signed supply agreement as an exhibit thereto. City of Corpus Christi Wastewater Plant Supervisors, or their designated representatives, may take a sample of any chemical shipment for testing prior to unloading of the chemical. In addition, approximately every three months during the supply agreement, the City will take a random sample of the chemical upon delivery. This sample will be sent to an independent laboratory chosen by the City, and tested for all items included in the section "Material Requirements", for quality control purposes.

The supplier must base billing and pay quantity for each chemical shipment on "local" certified weight tickets, as described above, for delivery of Sodium Hypochlorite Solution, by weight in pounds, based on actual percentage of Available Chlorine by weight, as indicated in the chemical analysis for that load, upon delivery. **The Supplier must submit the chemical analysis, weight ticket and bill of lading with each invoice.** The Plant Supervisor may reject any chemical shipments that contain a concentration of any component outside the allowable concentration range as specified in the "Material Requirements" section of this specification.

The amount bid for Sodium Hypochlorite shall be based on two hours "unloading time" for each chemical shipment, measured from the time the load enters the plant site to the time the unloading of the chemical shipment is completed. Any unloading time in excess of two hours which is directly attributable to the City will be paid for at the unit price bid for "Unloading Delays", rounded to the nearest quarter hour. This amount shall be included with the invoice for payment for that particular load of chemical.

#### **ADDITIONAL REQUIREMENTS:**

Deliveries of Sodium Hypochlorite Solution must be by drivers thoroughly trained and familiar with the related hazards, safety measures, and spill cleanup procedures for sodium hypochlorite solution. All spills and leakage, regardless of size must be properly and immediately cleaned up by successful bidder's personnel. Successful bidder must be required to respond to any and all such emergencies within eight (8) hours of being notified.

#### **OTHER REQUIREMENTS:**

Prior to initial use of the sodium hypochlorite solution, and annually thereafter, successful bidder shall conduct *a minimum of two* training seminars for City's operating personnel on application and control of the sodium hypochlorite solution and shall at a minimum include the following:

1. Basic chemical properties of the sodium hypochlorite solution
2. Safety training
3. Equipment operation/set up
4. Material Safety Data Sheet



**CITY OF CORPUS CHRISTI  
PURCHASING DIVISION  
SUPPLY AGREEMENT STANDARD PROVISIONS**

Contractor and the City of Corpus Christi agree as follows:

1. **Term.** The term of this Supply Agreement is 6 months, with the option to extend for up to five (5) additional 6-month periods, subject to the approval of the Contractor and the City Manager, or his designee. If the City has not completed the bidding process and awarded a new supply agreement upon expiration of the original contract period or any extension period, the Bidder shall continue to provide goods/services under this Agreement, at the most current price under the term of this supply agreement or extension, on a month-to-month basis, not to exceed six months. This supply agreement automatically expires on the effective date of a new contract.
2. **Description - Sale of Goods and Services.** Contractor will transfer and deliver to the City, and the City will pay for and accept the City's requirements, during the term of the Agreement for all of the items described on the Bid Sheet. Quantities shown on the Bid Sheets are estimates and do not obligate the City to order or accept more than the City's actual requirements during the Agreement, nor do the estimates limit the City to ordering less than its actual needs during the Agreement, subject to availability of appropriated funds.
3. **Release Order.** The City will exercise its right to specify time, place, and quantity to be delivered in the following manner: Any City department or division may send to seller a purchase release order signed by an authorized agent of the department or division. The release order will refer to this Supply Agreement and will specify the item, quantity, delivery date, shipping instructions and receiving address of the ordering department or division.
4. **Default In One Installment to Constitute Total Breach.** Each installment of this Agreement is dependent on every other installment, and a delivery of non-conforming goods or services, or a default of any nature under one installment will impair the value of the whole Agreement and may constitute a total breach of the Agreement.
5. **Replacement of Merchandise.** Any merchandise rejected must be corrected or replaced by suitable merchandise within 2 weeks, at no charge to the City, or a replacement will be bought in the open market and any costs incurred-including additional costs over the bid price-must be paid by the Contractor within 30 days of receipt of City's invoice.
6. **Price Adjustment.** All goods and services to be delivered pursuant to this Supply Agreement, including any extensions thereof, will be purchased at the prices on Contractor's Bid Sheet; provided that, at renewal or extension of the Agreement for an additional 6 months, the prices for goods and services to be delivered during the ensuing six-month period may be increased or decreased to the extent of changes in the cost of material to Contractor, as reflected in written documentation provided by Contractor to the City.

Attachment A  
**INSURANCE REQUIREMENTS**  
 BI-0064-10

**I. SUCCESSFUL BIDDER'S INSURANCE**

- A. Successful Bidder must not commence work under this agreement until all insurance has been obtained and approved by the City. Successful Bidder must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been obtained.
- B. Successful Bidder must furnish to the City's Risk Manager, two (2) copies of Certificates of Insurance, with the City named as an additional insured for all liability policies. A blanket waiver of subrogation is required on all applicable policies showing the following minimum coverage by insurance company(s) acceptable to the City's Risk Manager.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-Day Written Notice of Cancellation, Non-renewal, Material Change or Termination required on all certificates	<b>Bodily Injury and Property Damage</b> Per occurrence aggregate
Commercial General Liability including: 1. Commercial Form 2. Premises – Operations 3. Explosion and Collapse 5. Products/ Completed Operations 6. Contractual Liability 7. Broad Form Property Damage 8. Independent Contractors 9. Personal Injury	\$2,000,000 COMBINED SINGLE LIMIT
AUTOMOBILE LIABILITY—OWNED, NON-OWNED OR RENTED	\$1,000,000 COMBINED SINGLE LIMIT
EXCESS LIABILITY	\$1,000,000 COMBINED SINGLE LIMIT
POLLUTION LIABILITY / ENVIRONMENTAL IMPAIRMENT COVERAGE Sudden & accidental discharge	\$1,000,000 COMBINED SINGLE LIMIT
WORKERS' COMPENSATION	WHICH COMPLIES WITH THE TEXAS WORKERS' COMPENSATION ACT AND SECTION II OF THIS EXHIBIT
EMPLOYERS' LIABILITY	\$1,000,000/\$1,000,000/\$1,000,000

Attachment A  
INSURANCE REQUIREMENTS  
BI-0064-10  
(continued)

- C. In the event of accidents of any kind, Successful Bidder must furnish the Risk Manager with copies of all reports of all accidents within (10) ten days of the accident.

**II. ADDITIONAL REQUIREMENTS**

- A. Successful Bidder must obtain workers' compensation coverage through a licensed insurance company. The contract for coverage must be written on a policy and endorsements approved by the Texas Department of Insurance.

The coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by Successful Bidder will be promptly met.

- B. Certificate of Insurance:

- The **City of Corpus Christi** must be named as an **additional insured** on all liability policies and a blanket waiver of subrogation is required on all applicable policies.
- If your insurance company uses the standard ACORD form, the **cancellation clause** (bottom right) **must be amended** by adding the wording "changed or" between "be" and "canceled", and deleting the words, "endeavor to", and deleting the wording after "left". In lieu of modification of the ACCORD form, separate policy endorsements addressing the same substantive requirements are mandatory.
- The **name of the project** must be listed under "Description of Operations".
- At a minimum, a **30-day written notice** of material change, non-renewal, termination or cancellation is required.

The City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the City, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Upon such request by the City, the Bidder shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof.

Attachment A  
INSURANCE REQUIREMENTS  
BI-0064-10  
(continued)

Bidder agrees that with respect to the above required insurance, all insurance Bids and Certificate(s) of Insurance will contain the following required provisions.

- Name the City and its elected officials, officers, directors, employees, agents, volunteers and representatives as additional insureds (as the interests of each insured may appear), as to all applicable coverages respects operations and activities of, or on behalf of, the named insured performed under Bid with the City, with the exception of professional liability and workers' compensation policies;
- The Bidder's insurance shall be deemed primary with respect to any insurance or self insurance carried by the City for liability arising out of operations under the Bid with the City; and
- Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the City.
- Bidder shall notify the City in writing in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than thirty (30) days prior to the change, or ten (10) days notice for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the City at the following address:

City of Corpus Christi  
Attn: Cliff Beaber  
P. O. Box 9277  
Corpus Christi, TX 78469-9277

If Bidder fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement; however, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Bidder to maintain said insurance or secure such endorsement. In addition to any other remedies the City may have upon Bidder to stop work hereunder, and/or withhold any payment(s) which become due, to Bidder hereunder until Bidder demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Bidder may be held responsible for payments of damages to persons or property resulting from Bidder's or its subcontractors' performance of the work covered under this agreement.

**Attachment B**  
**AFFIDAVIT OF INSURANCE**  
**BID INVITATION NO. BI-0064-10**

Date: \_\_\_\_\_, 2010

Affiant: \_\_\_\_\_ (Authorized Agent's Name)

**BID INVITATION NO. BI-0064-10**

Affiant on oath swears that the following statements are true:

That \_\_\_\_\_ authorized agent (Agent) of \_\_\_\_\_  
\_\_\_\_\_ (Insurance Company) has issued the following types of coverages and forms of endorsements  
to \_\_\_\_\_ (Bidder) and Agent and Insurance Company are aware that said policies will  
apply to work performed under Bid Invitation No. **BI-0064-10**, if it is awarded to Bidder:

A. Commercial General Liability

Limits of Liability \_\_\_\_\_  
\_\_\_\_\_

Insurance Company \_\_\_\_\_  
Policy Period \_\_\_\_\_  
Policy Number \_\_\_\_\_

Yes    No

Yes    No

\_\_\_\_\_    \_\_\_\_\_ Coverage no more restrictive  
than that provided by standard  
ISO forms (CG 00 01 11 BB) or  
CG 00 01 10 93) With standard  
exclusions "a" through "n"  
\_\_\_\_\_    \_\_\_\_\_ Contractual Liability (Including  
XCU)

\_\_\_\_\_    \_\_\_\_\_ Additional Insured endorsement as  
required  
\_\_\_\_\_    \_\_\_\_\_ Coverage for Explosion, Collapse &  
Underground Hazard  
\_\_\_\_\_    \_\_\_\_\_ Products and Completed Operation

---

B. Automobile Liability Insurance

Limits of Liability \_\_\_\_\_  
\_\_\_\_\_

Insurance Company \_\_\_\_\_  
Policy Period \_\_\_\_\_  
Policy Number \_\_\_\_\_

Yes    No

Yes    No

\_\_\_\_\_    \_\_\_\_\_ Owned Vehicles  
\_\_\_\_\_    \_\_\_\_\_ Non-Owned Vehicles  
\_\_\_\_\_    \_\_\_\_\_ Additional Insured endorsement

\_\_\_\_\_    \_\_\_\_\_ Hired Vehicles  
\_\_\_\_\_    \_\_\_\_\_ Contractual Liability

---

C. Workers Compensation and Employers Liability

Limits of Liability \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Insurance Company \_\_\_\_\_  
Policy Period \_\_\_\_\_  
Policy Number \_\_\_\_\_

---

**Attachment B**  
**AFFIDAVIT OF INSURANCE**  
**BID INVITATION NO. BI-0064-10**  
(continued)

D. Umbrella/Excess Liability Insurance

Limits of Liability _____ _____ Yes      No _____    _____ Excess of Commercial General Liability _____    _____ Excess of Automobile Liability	Insurance Company _____ Policy Period _____ Policy Number _____ Yes      No _____    _____ Excess of Workers Comp/Employers Liability _____    _____ Additional Insured as required
---	---

E. Pollution Liability—Environmental Impairment Insurance

Limits of Liability _____ _____ Yes      No _____    _____ Sudden And Accidental Discharge	Insurance Company _____ Policy Period _____ Policy Number _____
---	---

F. If the answer to A-E above is NO, is your client able to acquire the specified insurance if he is the successful bidder? Yes \_\_\_ No \_\_\_

The above policies provide a waiver of subrogation in favor of the Certificate holder \_\_\_ Yes \_\_\_ No

It is further certified that:

- (1) Each of the above policies contains a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the holder of this certificate.
- (2) The policies listed shall be primary to and not in excess of or contributory with any other insurance available to Company.

Upon written request by the holder of this certificate, the insurer or his agent will furnish a copy of any policy listed above, certified to be a true and complete copy of the original, to the City Attorney.

Insurance Company: \_\_\_\_\_

Authorized Agent: \_\_\_\_\_

\_\_\_\_\_  
(Signature of authorized agent)

SWORN TO AND SUBSCRIBED BEFORE ME BY \_\_\_\_\_,

Authorized Agent's Name

on \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Printed Name:

Expiration Date:

**NOTE: IF THE BIDDER HAS MORE THAN ONE AGENT, HE MUST SUBMIT MULTIPLE AFFADAVITS SIGNED BY ALL HIS INSURANCE AGENTS.**

**ATTACHMENT "C"**

**NSF STD. 60/61 CERTIFICATION COMPLIANCE  
CONFIRMATION/QUESTIONNAIRE**

In compliance with State law, certification that vendor's product(s) comply with American National Standards Institute/National Sanitation Foundation for Drinking Water Treatment Chemicals – Health Effects, ANSI/NSF Standard 60/61 must be obtained from NSF, UL, or an agency recognized by the Texas Commission on Environmental Quality (TCEQ). In lieu of certification, compliance with TCEQ's interim order may be acceptable only if no product in that category has been certified. Any fines or other costs imposed on the City by TCEQ, or any successor agency, for accepting non-certified products will be passed on to and born by the vendor.

Please complete the following questionnaire. **Any bid that is submitted without a complete questionnaire will not be evaluated by the City. Applicable proof of certification must be submitted with bid or within two day's notice by the City.**

NSF STD. 60/61 QUESTIONNAIRE

CHECK WHICH APPLIES

1. \_\_\_\_\_ a. Bidder's product is NSF or UL certified as complying with NSF Std. 60/61 **PROOF OF CERTIFICATION MUST ACCOMPANY BID.**  
\_\_\_\_\_ b. Bidder's product is not NSF or UL certified as complying with NSF Std. 60/61. *If this condition applies, please proceed to section 2.*
  
2. If bidder's product is not NSF or UL certified as complying with NSF Std. 60/61:  
\_\_\_\_\_ a. Bidder has applied with NSF or UL to become NSF Std 60/61 certified: and bidder's application has been accepted by NSF or UL. **PROOF OF ACCEPTANCE OF APPLICATION MUST ACCOMPANY BID.**  
\_\_\_\_\_ b. Bidder has applied with NSF or UL to become NSF Std 60/61 certified: however, bidder's application has not been accepted by NSF or UL.  
\_\_\_\_\_ c. Bidder's product has been certified as meeting NSF Std. 60/61 by any other health agency such as EPA, USDA, USFDA, etc. **PROOF OF CERTIFICATION MUST ACCOMPANY BID.**  
\_\_\_\_\_ d. Bidder's product has not been certified as meeting NSF Std. 60/61 by a health agency.  
\_\_\_\_\_ e. Bidder has not applied with NSF or UL to become NSF Std. 60/61 certified.

FIRM NAME: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

PERSON AUTHORIZED TO SIGN (TYPE OR PRINT): \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**CITY OF CORPUS CHRISTI  
FINANCE DEPARTMENT / PURCHASING DIVISION  
MINORITY BUSINESS ENTERPRISE INFORMATION FORM**

**THIS FORM MUST BE SUBMITTED  
ALONG WITH BID**

PLEASE INDICATE WHETHER THE COMPANY IS A CERTIFIED MINORITY BUSINESS.  
EXAMPLES OF CERTIFICATIONS RECOGNIZED BY THE CITY INCLUDE:

YES  NO - **CERTIFIED HISTORICALLY UNDERUTILIZED BUSINESS (HUB)**

Select all that are appropriate:

- ASIAN PACIFIC
- BLACK
- HISPANIC
- NATIVE AMERICAN
- WOMAN

Please visit the following website for information on becoming a Certified HUB: <http://www.window.state.tx.us/procurement/prog/hub/>

YES  NO - **LOCAL SMALL BUSINESS (LSB)**

A for-profit entity employing less than 49 employees located within the City limits of Corpus Christi, Texas

<input type="checkbox"/> YES	<input type="checkbox"/> NO	OTHER (PLEASE SPECIFY):	
------------------------------	-----------------------------	-------------------------	--

THIS COMPANY IS NOT A CERTIFIED HUB or LSB

**THE ABOVE MINORITY BUSINESS INFORMATION IS REQUESTED FOR STATISTICAL AND TRACKING PURPOSES AND WILL NOT INFLUENCE THE AMOUNT OF EXPENDITURES THE CITY WILL MAKE WITH ANY GIVEN COMPANY.**

**BID INVITATION NO: BI-      -**

Firm Name: \_\_\_\_\_ Telephone:      -      -      Ext. \_\_\_\_\_

Address: \_\_\_\_\_ Fax:      -      -      \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip:      -      \_\_\_\_\_ E-mail: \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign Form      Date: \_\_\_\_\_

Signer's Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Please print or type)



SUPPLIER NUMBER \_\_\_\_\_  
TO BE ASSIGNED BY CITY  
PURCHASING DIVISION

## CITY OF CORPUS CHRISTI DISCLOSURE OF INTEREST

City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". See reverse side for Filing Requirements, Certifications and definitions.

COMPANY NAME: \_\_\_\_\_

P. O. BOX: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ ZIP: \_\_\_\_\_ -

FIRM IS:      1. Corporation                          2. Partnership                          3. Sole Owner      
                  4. Association                          5. Other           

### DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Job Title and City Department (if known)
_____	_____
_____	_____
_____	_____
_____	_____

2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____

3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Board, Commission or Committee
_____	_____
_____	_____
_____	_____
_____	_____

4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Consultant
_____	_____
_____	_____
_____	_____
_____	_____

### FILING REQUIREMENTS

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the City official, employee or body that has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349 (d)]

**CERTIFICATION**

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

Certifying Person: \_\_\_\_\_ Title: \_\_\_\_\_  
(Type or Print)

Signature of Certifying Person: \_\_\_\_\_ Date: \_\_\_\_\_

**DEFINITIONS**

- a. "Board member." A member of any board, commission, or committee appointed by the City Council of the City of Corpus Christi, Texas.
- b. "Economic benefit". An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. "Employee." Any person employed by the City of Corpus Christi, Texas either on a full or part-time basis, but not as an independent contractor.
- d. "Firm." Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- e. "Official." The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judges of the City of Corpus Christi, Texas.
- f. "Ownership Interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements."
- g. "Consultant." Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.