



Invitation to Bid (“ITB”)
CHLORINE DIOXIDE TREATMENT SYSTEM

BID NO. 22-005

EVENT	DATE
Issuance of ITB	Thursday, March 17, 2022
1 st Publication Date	Thursday, March 17, 2022
2 nd Publication Date	Thursday, March 24, 2022
Bid Opening (10:00 AM)	Wednesday, March 30, 2022
City Council Award	Thursday, April 7, 2022

INTENT

The City of Brenham requests bids from qualified vendors to supply materials, labor, equipment, installation, bulk chemicals, training, scheduled maintenance, and unscheduled or emergency repairs for a Chlorine Dioxide (ClO₂) Treatment System for the City’s municipal water treatment program based on the City’s standard contract terms and conditions, attached hereto as EXHIBIT A to this ITB.

The purpose of the ClO₂ Treatment System is to maintain compliance with prevailing current laws, statutes and regulations governing municipal water systems and also to control objectionable taste and odors in the drinking water distribution system. Changes or updates to such laws, statutes, and regulations or industry standards shall prevail over any specific reference to such made within these specifications. ClO₂ will be utilized as a pre-oxidant and disinfectant in the production of potable drinking water. The intended benefits of use will be trihalomethane reduction, taste and odor control, manganese oxidation, and contact time credit compliance.

SITE VISIT

Interested vendors shall be given an opportunity to conduct a site visit of the treatment system site to familiarize themselves with site conditions and requirements. Any questions arising from the site visit shall be submitted in writing to the Purchasing and Fleet Supervisor, P. O. Box 1059 (200 W. Vulcan Street), Brenham, TX 77834, or emailed to kbranham@cityofbrenham.org. All answers will be posted to the City's website, www.cityofbrenham.org, in the form of an addendum.

To arrange a site visit, contact Jerry Saldivar, Water Systems Superintendent, 979-337-7434.

RECEIPT AND OPENING OF BIDS

The City of Brenham, (hereinafter called "CITY") invites bids on the bid form attached hereto. Sealed bids shall be submitted on the original forms and **clearly marked with bid number and description no later than Wednesday 10:00 a.m. on March 30, 2022**. The bid form must be fully completed and signed by an authorized agent when submitted. The name and address of BIDDER shall be marked on the outside of the submitted bid packet. **Any bid received after 10:00 a.m. on March 30, 2022 shall not be considered.**

Bid shall be delivered using one of the following methods:

Hand-deliver to:

200 W. Vulcan Street
Suite 203
Brenham, TX 77833

Mail to:

P.O. Box 1059
Brenham, TX 77834-1059
ATTN: City Secretary

Ship to (FedEx, UPS, DHL, etc...):

200 W. Vulcan Street
Suite 203
Brenham, TX 77833

The city does accept electronic bids via download into a secure electronic depository. Bids submitted by e-mail will not be accepted. If a bidder would like to submit electronically, they must notify the city no later than **1:00 p.m. Tuesday, March, 29, 2022.**

Notifications for electronic submissions must be sent to Kyle Branham, Purchasing and Fleet Supervisor, P. O. Box 1059 (200 W. Vulcan St.), Brenham, Texas 77834, or e-mailed to kbranham@cityofbrenham.org. All e-mails must indicate "ITB No. 22-005–Electronic Submission Request" in the subject line. It is the sender's responsibility to verify receipt of email; read receipt is acceptable.

ADDENDA, QUESTIONS AND INQUIRIES

No person has the authority to verbally alter this ITB or any associated term, condition or specifications. In the event of a needed change in the published documents, it is understood that all of the foregoing terms and conditions and all performance requirements will apply to any published addendum. Any changes or additional information related to this ITB will be posted on the City website, www.cityofbrenham.org.

All published addenda shall be acknowledged on the submitted bid form. Bidders are responsible for obtaining all published addenda from the website or from the City Secretary/Director of Administrative Services. The City assumes no responsibility for a Bidder's failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the bid to be rejected. The City's decision to accept or reject any particular bid due to a failure to acknowledge and submit addenda shall be final.

Any questions and/or inquiries about this ITB shall be submitted in writing to the Purchasing and Fleet Supervisor, P. O. Box 1059 (200 W. Vulcan Street), Brenham, TX 77834, or emailed to kbranham@cityofbrenham.org. The deadline for written questions is **5:00 p.m. on March 25, 2022.**

METHOD OF AWARD

Bids will be evaluated by the CITY. The CITY will consider the completeness of a BIDDER's bid and how well the bid meets the needs of the CITY. In evaluating the bids, the CONTRACT will be awarded to the BIDDER who provides the services specified herein at the best value for the CITY, in compliance with Texas Local Government Code, Section 252.043.

The City of Brenham reserves the right to waive any informalities or technical errors, or consider alternate bids and award as lump sum, individual basis, or any combination that in its judgment will best serve the interests of the CITY.

The CITY reserves the right to request that any BIDDER clarify its bid or supply any additional material deemed necessary to assist in the evaluation of the bid.

The CITY reserves the right to make an award without further discussion of the submittals. Therefore, the bid should be initially submitted on the most favorable terms the BIDDER can offer. The BIDDER selected as the VENDOR will be expected to enter into a CONTRACT with the CITY based on the CITY's standard contract terms and conditions, attached hereto as EXHIBIT A to this ITB.

ALTERNATES

The specifications herein are intended as minimum requirements for products and/or services to be bid and not to restrict bids to any brand, manufacturer or model or system requirement so long as the product or service satisfies the full intent and purpose as stated within this ITB. Alternate items or variations from these specifications must be marked as such on the bid form and additional information attached as needed to fully describe the item bid and variations from the specification. All alternate bids will be considered as long as presented as such. The City will be the sole and final judge of whether an alternate item or variation from the specifications is acceptable.

TERM OF CONTRACT

This contract shall become effective from date of acceptance and approval by the City of Brenham. It shall remain in force and effect with firm fixed bid prices for a period of one (1) year, beginning the date of award of contract. Upon completion of the term of the original contract and with mutual agreement of both parties, the contract may be extended for up to four (4) additional one (1) year terms (five (5) years total). The renewal will be under the same terms and conditions as the original contract.

In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

TECHNICAL SPECIFICATIONS

1. PREVAILING CONDITIONS

- 1.1 Chlorine Dioxide (ClO₂) generation equipment and/or associated support equipment shall be installed to operate in current site conditions. No generation or support equipment component(s) shall be operated in excess of its stated working pressure rating.
 - 1.1.1. ClO₂ treatment system located at remote and unmanned pump station at Lake Somerville.
 - 1.1.2. Raw Water source is surface impoundment from Lake Somerville.
 - 1.1.3. Typical ClO₂ dosage rate is 1.3 ppm.
 - 1.1.4. Working pressure at point of application into raw water supply line varies between 90 psi and 125 psi, dependent on flow rate. Pressures as high as 165 psi have been noted.
- 1.2. The City of Brenham will provide the following:
 - 1.2.1. Four, one-ton cylinders of chlorine gas.
 - 1.2.2. 1- 5,600-gallon bulk tank storage for sodium chlorite
 - 1.2.3. Electrical power.
 - 1.2.4. Raw water supply, untreated, from Lake Somerville, to and effluent distribution from the immediate area of the ClO₂ generation equipment installation.
 - 1.2.5. Control interlock signal(s) for operation of equipment.

2. SYSTEM REQUIREMENTS

Chlorine dioxide generation equipment shall be comprised of a process for ClO₂ dioxide generation utilizing sodium chlorite solution and chlorine gas. Sodium chlorite solution shall be twenty-five (25%) by weight.

- 2.1. Reaction shall be assisted by a utility water-operated eductor included as part of the generation equipment.
- 2.2. ClO₂ shall result from the complete reaction of sodium chlorite with chlorine gas in the presence of water in the eductor with the reaction of sodium chlorite solution and chlorine gas taking place under vacuum.
- 2.3. Flow of reagents shall be controlled to achieve required tank concentration.
- 2.4. Reaction controlled by flow meter on utility water and sodium chlorite, flow control valve on sodium chlorite and chlorine gas, and pH meter on ClO₂. Flow control valves shall be electronically actuated and included as part of generation equipment.
- 2.5. Eductor-based chemical feed system must feed measured amount of ClO₂ from tank to application point as required.
- 2.6. Precursor flow control valves shall be manual and included in generation equipment.
- 2.7. ClO₂ amount delivered from tank via eductor based feed system shall be determined by tank concentration, flow, and required dosage.
- 2.8. ClO₂ flow shall be manually controlled utilizing rotameter.
- 2.9. Flow meters shall measure in units appropriate to applications (gallons per minute for utility water flow, and milliliter per minute for chemical reactants).
- 2.10. System efficiency ninety-five (95%) or greater as defined in *AWWA Standard Method 4500 ClO₂*.
 - a. Chlorine dioxide/(chlorine dioxide plus chlorite plus chlorate)
 - b. Excess chlorine not to exceed five percent (5%) tested as per *AWWA Standard Method 4500 ClO₂ E*.
- 2.11. ClO₂ concentrations not to exceed 3,000 milligrams per liter at any time for maximization of process safety.

3. EQUIPMENT

Vendor shall supply the following equipment to meet or exceed specifications and compatible with all conditions listed above:

3.2. Chlorine Dioxide Generation Equipment:

3.2.1. All equipment must be capable of utilizing on hand bulk chemicals (Sodium Chlorite, twenty-five percent (25%) aqueous solution).

3.2.2. Generator capable of:

- a. Cycling on/off by remote signal interlocked to raw water flow (flow paced).
- b. Indicating general alarms for conditions that would result in the loss of treatment capability.
- c. Receiving of above mentioned raw water flow signal and the annunciation of outgoing general alarms by either Modbus TCP via Ethernet network connection or Modbus RTU via RS0232 serial.

3.2.3. Backup Generator capable of:

- a. Immediate operation the event of primary generator malfunction.
- b. Sending a run status back to the SCADA system via dry contact relay.

3.2.4. **Water Booster Pump(s)** and/or any other necessary generation support equipment.

3.2.5. Gas Vacuum Regulators:

- a. Mountings for two one-ton cylinders of adequate capacity to satisfy ClO₂ generator requirements.
- b. Gas auto-changeover capable or separate auto changeover device.

3.2.6. **Other Equipment** as required for proper operation and function of Chlorine Dioxide treatment system.

3.2.7. **Palintest's Kemio Disinfection Analyzer to be bid for purchase by the City of Brenham**

4. BULK CHEMICALS

Vendor shall provide Sodium Chlorite, twenty-five percent (25%) aqueous solution.

4.1. Approximate yearly usage **80,000 lbs.**

4.2. Provide certification as approved and registered with the U. S. Environmental Protection Agency (EPA) for use in potable water systems.

- 4.3. Provide certification as meeting *National Sanitation Foundation (NSF) requirements ANSI/NSF Standard 60-Drinking Water Treatment Chemicals* and *current applicable American Water Works Association (AWWA) Standards*.

SERVICE AND PERFORMANCE

1. SERVICES

Service requirements as to training, maintenance or emergency service shall apply to all equipment, including City-owned tanks, and to the functionality of the ClO₂ treatment system as a whole.

1.1. Training

Vendor shall supply training as required for water plant operators and maintenance staff to include:

- 1.1.1. Routine inspection and operation of the provided ClO₂ generation and support equipment, including City-owned bulk storage and day tanks.
- 1.1.2. Sodium Chlorite and ClO₂ safety and handling procedures.
- 1.1.3. Laboratory procedures for the determination of ClO₂ and chlorite residuals conforming to Standard Methods for the Examination of Water and Wastewater, 21st edition, 2005, Method Amperometric II 4500-ClO₂ E and ChlordioX Plus method.

1.2. Maintenance

Vendor shall provide regularly scheduled maintenance to all provided generation and support equipment including City-owned bulk storage and day tanks. Maintenance Service shall be provided at a frequency of not less than once per calendar month. Maintenance Service shall include but not be limited to:

- 1.2.1. Inspection and preventive maintenance.
- 1.2.2. Non-emergency repairs as needed.
 - a. Non-emergency repairs shall be defined as to remedy any impairment of system function which does NOT create a failure of water standard or require engagement of the backup system.
 - b. Non-emergency repair response shall be provided no later than forty-eight (48) hours from first report to vendor by City staff or detection by vendor during regular inspection or maintenance visit.

- 1.2.3. Review of plant records and discussion with Water Treatment Plant Supervisor as to ClO₂ equipment performance and chlorine dioxide and chlorite/chlorate residual levels.
- 1.2.4. Amperometric Titration of ClO₂ generation effluent and calculation of yield conforming to *Standard Methods for the Examination of Water and Wastewater, APHA-AWWA-WPCF, 20th edition, 1998, Method Amperometric II 4500-ClO₂ E.*
- 1.2.5. Analysis by an Independent Certified Laboratory recognized by TCEQ of three (3) samples per month for chlorite and chlorate residuals, one (1) sample per month for THM for chlorine by-products in finished water distribution system. Testing will conform to *USEPA Method 300.1 Determination of Inorganic Anions in Drinking Water by Ion Chromatography*. Samples will be collected and shipped by City Water Treatment Plant personnel.
- 1.2.6. Written service reports shall be submitted to City for each site visit with information pertaining to said visit.
- 1.2.7. Detailed written monthly service report recording all maintenance services performed, amperometric titration data and yield calculations, and any pertinent program observations or recommendations shall be submitted to City by the last calendar day of each month.

1.3. **Emergency Service**

Services for emergency repairs, as defined herein, shall be available 24 hours per day, 7 days per week.

- 1.3.1. Emergency repairs shall be in response to any equipment failure which requires engagement of the backup generation equipment or prevents the operation of the ClO₂ treatment system.
- 1.3.2. Written service reports shall be submitted to City for each emergency repair call, detailing repairs performed.
- 1.3.3. Maximum onsite response time for emergency repairs shall be no later than 24 hours from notification.

1.4. **Supplies**

Vendor shall supply the necessary testing sensors and reagents to analyze ClO₂ and Chlorite on the Palintest's Kemio™ Disinfection Analyzer.

- 1.4.1. Approximately 800 yearly test.
 - 1.4.1.1. Qty: 2,500 Kemio Sensors for Chlorine Dioxide/ Chlorite
 - 1.4.1.2. Qty: 10 Glycine Reagent Bottles, 25ml

- 1.4.1.3. Qty: 10 CR-1 Reagent Bottles, 25ml
- 1.4.1.4. Qty: 10 CR-2 Reagent Bottles, 25ml

2. ACCOUNT MANAGEMENT

Vendor shall provide written standards and guidelines that apply to the decision-making and determination of actions that relate directly to account management. Vendor shall provide, within these standards and guidelines, contact information for an Account Manager and Service/Maintenance Supervisor.

Vendor shall also define a process for escalation and corrective action plan for issue resolution.

DELIVERY OF BULK CHEMICALS

- 2.1. Each Delivery shall be accompanied by certificate of analysis, specific gravity, and Material Safety Data Sheet (MSDS).
- 2.2. Delivery to City no later than ten (days) after receipt of order.
- 2.3. Deliveries shall be made between 8:00 A.M. and 5:00 P.M., Monday through Friday.
- 2.4. Minimum two (2) hour notice is required for deliveries. Call 979-337-7433 to schedule delivery.
- 2.5. All delivering drivers must have and wear approved personal protective equipment (PPE) while off-loading product. A list of delivery driver names and photo identification shall be provided to the Water Treatment Superintendent upon award of this ITB and final execution of any contract documents. The Water Treatment Superintendent must be notified of any updates or changes to the list of delivery drivers.
- 3.6 All prices quoted shall be FOB the City of Brenham. No freight or delivery charges will be accepted unless shown on bid.

SPECIAL PROVISIONS

Pricing

The City of Brenham requires **firm pricing** for the **one-time purchase** of **Palintest's Kemio™ Disinfection Analyzer**, as listed below and further specified herein.

- Qty: One (1) Palintest's Kemio™ Disinfection kit

The City of Brenham requires **firm pricing**, for the **initial term of the contract** for **sodium chlorite**, as further specified herein.

The City of Brenham prefers that pricing per pound for sodium chlorite, as specified above, shall be inclusive of supplied generation equipment and any other cost(s) to the City for CIO2 system as specified herein **except** for the Palintest's Kemio™ Disinfection kit listed above; however, other pricing alternatives will be considered if bid as exceptions or alternates and clearly represented as such in the bid.

Price Escalations

Upon mutual agreement of the City and the vendor for the renewal or extension of the contract, the City will consider written requests for price escalation to the bid price. Written request must document industry-wide or regional increases in the vendor's costs. Include documents supporting the price escalation, such as manufacturer's direct cost, postage rates, Railroad Commission Rate, Federal/State Minimum Wage laws, Federal/State Unemployment Taxes, FICA, etc.

Price escalation will only be considered if reflective of the percentage of contract pricing represented by the Vendor's cost for bulk chemicals. The City of Brenham reserves the right to accept or reject any/all requests for price escalation. Any price escalation granted shall remain in effect until the next date for renewal or extension.

If at the time of renewal or extension of the contract, the contractor's net prices charged to other customers for the same product(s) and/or service(s) are lower than the City of Brenham's contracted prices, an equitable adjustment shall be made lowering the contract price charged to the City of Brenham, which shall remain in effect until the next date for renewal or extension.

Primary/Secondary Award

Bid award will be made for a Primary Supplier for the total annual estimate. The City reserves the right to award a Secondary Supplier. Should the Primary Supplier be unable to supply the needed material in a timely manner, then purchases may be made from the Secondary Supplier. Purchases will be made on an "as/if needed basis" throughout the contract term. The City will determine which option is in its best interest.

BID SUBMISSION AUTHORIZATION

- An authorized representative must sign bids, with the BIDDER's address, telephone and email information provided. Unsigned bids may not be considered.
- If the bid is made by an individual, the name, mailing address and signature of the individual must be shown.
- If the bid is made by a firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown.
- If the bid is made by a corporation, the name and mailing address of the corporation and the signature and title of the person who signs on behalf of the corporation must be shown.
- The CITY reserves the right to request documentation showing the authority of the individual signing the bid to execute contracts on behalf of anyone, or any corporation, other than himself/herself. Refusal to provide such information upon request may cause the bid to be rejected as non-responsive.

The undersigned certifies that the information provided above is a true representation of its company's qualifications and agrees to comply with these assurances following award of the Contract and during the performance of the Contract.

Signature: _____

Printed Name: _____

Title: _____ Date: _____

NON-COLLUSION CERTIFICATE

STATE OF _____

COUNTY OF _____

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in the preparation and submission of a bid to the City of Brenham for consideration in the award of a contract on the improvement described as follows:

BID NO. 22-005 – Chlorine Dioxide Treatment System for the City of Brenham

(Name of Firm)

By: _____
(Authorized Signature)

Title: _____

Sworn to before me this _____ day of _____, 2022.

Notary Public

NOTARY SEAL:

**ITB NO. 22-005 BID FORM
CHLORINE DIOXIDE TREATMENT SYSTEM**

*** Please be sure to refer to section "Firm Prices" in Exhibit A attached to this ITB. ***
*** All blanks of "N/A" responses will be deemed as non-responsive. ***

Item	Description	Price
1	Sodium Chlorite, 25% aqueous solution	\$ /lb.

Bid meets all specifications (Sodium Chlorite) listed. Yes ___ No ___
(If no, attach details of exception, alternate or variance)

Bid meets all specifications (Generation Equipment) listed. Yes ___ No ___
(If no, attach details of exception, alternate or variance)

Item	Description	QTY	Sale Price
1	Kemio Sensors for Chlorine Dioxide/Chlorite	2500	\$ ea.
2	Glycine Reagent Bottles, 25ML	10	\$ ea.
3	CR-1 Reagent Bottles, 25ML	10	\$ ea.
4	CR-2 Reagent Bottles, 25ML	10	\$ ea.
5	Palintest Kemio Disinfection Kit	1	\$ ea.

Bid meets all specifications listed. Yes ___ No ___
(If no, attach details of exception, alternate or variance)

Maximum on-site response time:
Non-emergency _____ hours Emergency _____ hours

Calendar days for delivery after receipt of order, full system installed and functional.	_____ days
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BIDDER'S INFORMATION:

Company Name: _____

Address: _____

Owner Name: _____

Contact Person: _____

Phone: _____

Contact Person's Title: _____

E-Mail: _____

Exhibit “A”
TERMS AND CONDITIONS FOR BIDS

Definitions:

In order to simplify the language throughout this invitation to bid (“ITB”), the following definitions shall apply:

CITY – OWNER - Same as City of Brenham.

CONTRACT - An agreement between the City and a Vendor to furnish goods or services over a designated period of time during which repeated purchases may be made of the goods or services specified.

VENDOR – The successful Bidder(s) of this bid request.

Instructions:

The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the City of Brenham Purchasing Department, unless otherwise specified elsewhere in this bid request.

Form:

Bids must be submitted on this form only. **Bidders are required to submit one (1) original and one (1) copy.** All bids submitted must be itemized with prices extended when practical. **BIDDER MUST RETURN THE ENTIRE ORIGINAL BID DOCUMENT WITH BID.**

Bid Return:

Bid must be sealed, and to ensure proper recognition upon its arrival, list the Bid Number, Bid Description and the Bid Opening Date on the outside of your envelope.

Late Bids:

Bids must be received by the Purchasing Department prior to the time indicated on this form. Late bids will not be opened and will be returned to the bidder only upon written request.

Acceptance:

The City of Brenham reserves the right to accept or reject any or all bids, to waive any informalities and technicalities, to accept the offer considered most advantageous **in order to obtain the best value for the City.** Causes for rejection of a bid may include but are not limited to the bidder’s current violation of any City ordinance, the bidder’s current inability to satisfactorily perform the work or service, or the bidder’s previous failure to timely perform its obligation under a contract with the City.

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

1. Failure to use the bid form(s) furnished by the Owner;
2. Lack of signature by an authorized representative on the bid form;
3. Failure to properly complete the bid;
4. Evidence of collusion among bidders;
5. Omission of uncertified personal or company check as a bid guarantee (**if Bid Bond required**); or
6. Unauthorized alteration of bid form.

Owner reserves the right to waive any informality or irregularity.

All bidders are hereby notified that the City of Brenham shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including, but not limited to the purchase price, the proximity of the bidder as it relates to bidder’s ability to perform the contract for the City, the delivery date, the reputation of the bidder and the bidder’s goods or services, the quality of the bidder’s goods or services, the extent to which the goods or services meet the City’s needs, the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized business and non-profit organizations employing persons with disabilities, the total long-term cost of the City to acquire the bidder’s goods or services, the bidder’s past performance under contracts with the City, the bidder’s compliance with City ordinances, and any relevant criteria specifically listed in this ITB.

The City is committed to obtaining its goods, products and services at the lowest price possible which benefits all citizens of Brenham. Therefore, in order to accomplish this objective/goal, it is not the intention of the City to exclude particular vendors or manufacturers nor to create restrictive situations in its request for bids and proposals. Any manufacturer's name, trade names, brand names, catalog numbers, technical data, etc. used in the specifications are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions and such references are not intended to be restrictive. Alternate bids on similar or comparable products and/or services of any manufacturer or vendor equal to the products and/or services described in the specifications are invited and will be given careful consideration provided the alternate will accomplish the same task. The City shall be the sole judge on whether the alternate product and/or service is similar to, equal to and in compliance with that specified. The decision of the City shall be final.

Award of Contract:

The contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. The bid award may be based on, but not necessarily limited to, the following factors:

- a. the purchase price, including payment discount terms;
- b. the reputation of the bidder and of the bidder's goods or services;
- c. the quality of the bidder's goods or services;
- d. the extent to which the goods or services meet the City's needs;
- e. the bidder's past relationship with the City;
- f. the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- g. the total long-term cost of the City to acquire the bidder's goods or services; and
- h. any relevant criteria specifically listed in this request for ITB.

The City prefers to award the entire contract to a single bidder; although, the City reserves the right to award a primary contract and a secondary contract in an effort to secure a back-up vendor to be used in situations in the event the primary vendor is unable to respond as needed.

Term of Contract:

The contract shall become effective from date of acceptance and approval by the City of Brenham, and execution of the contract by all parties. It shall remain in force and effect with firm fixed bid prices for a period of one (1) year, beginning on the date of award of contract.

Extension of Contract:

Upon completion of the term of the original contract and mutual agreement of both parties, the contract may be extended for up to four (4) additional one (1) year terms (five (5) years total). The renewal will be under the same terms and conditions as the original contract. In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

Assignment of Contract:

The contract cannot be transferred or assigned to another party without written consent of the City and may be subject to cancellation by the City if such consent is requested.

Contract Termination:

The City may terminate the contract at any time upon thirty (30) calendar day's written notice. Upon the Vendor's receipt of such notice, the Vendor shall cease work immediately. The Vendor shall be compensated for the services satisfactorily performed prior to the termination date.

If, through any cause, the Vendor fails to fulfill its obligations under the contract, or if the Vendor violates any of the agreements of the contract, the City has the right to terminate the contract by giving the Vendor five (5) calendar days written notice. The Vendor will be compensated for the services satisfactorily performed before 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.

No term or provision of the contract shall be construed to relieve the Vendor of liability to the City for damages sustained by the City because of any breach of contract by the Vendor. The City may withhold payments to the Vendor for the purpose of

setoff until the exact amount of damages due the City from the Vendor is determined and paid.

Reimbursements:

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing bids in response to this ITB and the City will not reimburse responding firms for these expenses, nor will the City of Brenham pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for the goods and/or services.

Minority Owned Businesses:

Minority business enterprises will be afforded full opportunity to submit bids in response to this ITB and bidders will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

Error-Quantity:

Bids must be submitted on units of quantity specified. In the event of errors in extended process, the unit price shall govern. Any suggested quantity to secure better prices is welcomed. When discrepancies occur between words and figures, the words shall govern.

Quantities:

Quantities indicated in the Bid are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit bid prices.

Variations:

Any variation (deviation) from these specifications must be indicated on a separate form and be made part of the bid.

F.O.B. – Damage

Bids will not be considered unless bid F.O.B. delivered to the location in Brenham, Texas as designated by the City. If shipping costs are not included in the unit bid price, bidder must give exact delivery cost, which is to be prepaid or added to the invoice. The City assumes no liability of goods delivered in a damaged or unacceptable condition.

Firm Prices:

Bidders must hold bid prices firm for 90 days after the bid opening date to allow the City sufficient time to award a contract. Once a contract is awarded, the successful bidder must hold bid prices firm for the duration of the contract. Sealed competitive bids may not be negotiated, amended or changed after the bid opening date.

Cooperative Agreements:

Successful bidder agrees to extend prices and terms to all governmental entities that have entered into, or will enter into, joint purchasing interlocal cooperation agreements with the City.

Authorized Signature:

Bids must show full firm name and mailing address of bidder and be manually signed by an authorized representative of the bidder. Firm name and authorized signature should appear on each page of bid where spaces are provided. Submission of a signed bid will be interpreted to mean that bidder has hereby agreed to all terms and conditions set forth herein all of the pages which make up this ITB, and all other addenda and associated documents.

Withdrawal-Alteration Of Bids:

Bids cannot be altered after receiving time or opening time. No bid may be withdrawn after opening time without acceptable reason in writing and with the approval of the City Council.

Lump Sum Bids:

Lump sum bids will be considered only if unit prices are quoted also. However, the totals of such quoted unit prices and the lump sum bids will not be considered if the price quoted also involves prices of commodities requested on an entirely separate ITB.

All-Or-None Bids:

All-or-none bids will be considered only if bidder quoted prices on all items requested. If a bidder desires the City to consider an all-or-none bid, it must be stated in the bid document. All-or-none bids will not be considered if prices quoted involved prices of items and services requested on an entirely separate ITB.

Payment Of Invoices:

Invoices must be submitted by the successful bidder to the City of Brenham, Finance Department, P.O. Box 1059, Brenham, Texas 77835-1059. All invoices

to be paid in full within thirty (30) days after satisfactory delivery and billing, whichever is the latter. The City will not be liable for payment of invoices received more than sixty (60) days after delivery of order, or completion of service.

Cash Discounts:

Bidders may quote additional cash discount terms. If no discount is shown, prices are to be assumed net. Discount period to be started from the date of completion of entire order or date of receipt of invoice, whichever occurs last regardless of date of invoice.

Taxes:

The City of Brenham is exempt from Federal Excise, State Sales and Transportation Taxes. TAX MUST NOT BE INCLUDED IN BID. The City upon request will execute Tax Exemption Certificates. The City of Brenham is statutorily exempt from State and Local Sales tax and a permit number is not required.

Delivery:

Bids must show the number of consecutive calendar days required to deliver the materials, services or equipment under normal conditions. Failure to specify delivery time will be considered sufficient reason to cause the bid to be disregarded. Delivery time quoted will be given consideration in awarding bids. If delivery is not made within ten (10) days after number of days specified on bid, entire order and/or the contract may be canceled/terminated and bidder's name removed from mailing list.

All deliveries are to be made to the Central Warehouse located at 315 West Second Street, unless otherwise specified in the ITB or Purchase Order. Deliveries will be accepted only during normal working hours on normal working days. Unless otherwise indicated, items received must be new and in first-class condition. Types of materials normally packaged for protection and convenience in storage shall be in the proper containers.

Liability:

VENDOR SHALL BE LIABLE FOR ALL DAMAGES INCURRED WHILE IN PERFORMANCE OF THE WORK TO BE PERFORMED HEREUNDER. VENDOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER, AND

HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO, INCLUDING DEATH OF, ANY PERSON WHETHER THAT PERSON BE A THIRD PERSON, VENDOR, OR AN EMPLOYEE OF EITHER PARTIES HERETO, AND ANY LOSS OF OR DAMAGE TO PROPERTY, WHETHER THE SAME BE THAT OF EITHER OF THE PARTIES HERETO OR OF THIRD PARTIES, CAUSED BY OR ALLEGED TO BE CAUSED BY, ARISING OUT OF OR IN CONNECTION WITH THE ISSUANCE OF THIS ORDER TO VENDOR, WHETHER OR NOT SAID CLAIMS, DEMANDS AND CAUSES OF ACTION IN WHOLE OR IN PART ARE COVERED BY INSURANCE. CERTIFICATE OF INSURANCE MAY BE REQUIRED FOR BUT NOT LIMITED TO COMMERCIAL GENERAL LIABILITY, COMMERCIAL AUTO LIABILITY, WORKERS COMPENSATION, AND PROFESSIONAL LIABILITY INSURANCE.

Material Safety Data Sheets (MSDS):

MSDS's must be provided prior to or with receipt of order, and when revised. Containers must be properly labeled and identified in accordance with the OSHA Hazard Communications Standard. Improperly labeled containers will result in refusal of the shipment and possible change in vendors.

Patents, Franchises, etc.:

The successful bidder agrees to indemnify, hold harmless and defend the City from any claim involving patent right infringements, copyrights or sales franchises.

No Bids:

If bidder is unable to submit a bid, the bid form should be returned to the City Secretary/Director of Administrative Services before the bid opening deadline and reason given for not bidding if bidder desires to bid on future purchases.

Addenda:

In the event of a needed change in the published documents, it is understood that all the foregoing terms and conditions and all performance requirements will apply to any published addendum.

All published addenda shall be signed and included with bidder's response package as acknowledgement of the addendum. Bidders are responsible for obtaining all published addenda from the City Secretary/Director of Administrative Services. The City assumes no responsibility for the Bidders failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the bid to be rejected. The City's decision to accept or reject any particular bid due to a failure to acknowledge and submit addenda shall be final.

Fiscal Funding:

The City operates and is funded on a fiscal year basis; accordingly, the City reserves the right to terminate, without liability, any contract for which funding is not available. Renewal of a contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The City reserves the right to terminate the contract at the end of each fiscal year if is determined that there are insufficient funds to extend the contract. The fiscal year for the City extends from October 1st of each calendar year to September 30th of the following calendar year.

H.B. 1295 Compliance:

The Vendor for the contract shall comply with the requirements of Section 2252.908 of the Texas Government Code as adopted in 2015 as House Bill 1295. The law requires that a governmental entity may not enter in certain contracts with a business entity unless the business entity submits a Disclosure of Interested Parties to the governmental entity. The law applies only to a contract that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

Compliance with the law requires that the Vendor utilize the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the complete form. The form must be signed, notarized and submitted to the contracting government entity

The City, in the case of contracts formalized by Purchase Order or by other written contract, will notify the Vendor of contract award and request the completed Form 1295 within five (5) business days thereafter.

No Boycott of Israel:

By acceptance of the contract, Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contacts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of the contract. For purposes of the contract, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic hoard on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization:

Pursuant to Texas Government Code Chapter 2252, Subchapter F, Vendor affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

Conflict of Interest:

By doing business or seeking to do business with the City, Vendor acknowledges that they have been notified of the requirements of Chapter 176 of the Texas Local Government Code and that they are solely responsible for compliance.

Applicable Law and Venue

The contract shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Washington County, Texas and exclusive venue for any lawsuit, claim or dispute arising out of the contract shall be in Washington County, Texas. Further, neither party will seek to remove such litigation to the federal court system by application of conflicts of laws or any other removal process.

Insurance

1. The Vendor shall procure and maintain at its sole cost and expense for the duration of the

contract insurance coverage for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, volunteers, employees or subcontractors. The Vendor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be considered in excess of the Vendor's insurance and shall not contribute to it. Further, the Vendor shall include the City as an additional insured under its policy. All coverage for subcontractors shall be subject to all of the requirements stated herein. Certificates of Insurance and endorsements shall be furnished to the City and approved by the City before work commences.

2. Standard Insurance Policies Required:

- a) Commercial General Liability Policy
- b) Automobile Liability Policy
- c) Workers' Compensation Policy

3. General Requirements Applicable to All Policies:

- a) General Liability and Automobile Liability insurance shall be written by a carrier with an A: VIII or better rating in accordance with the current Best Key Rating Guide.
- b) Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
- c) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- d) "Claims Made" policies will not be accepted.
- e) The City of Brenham, its officials, employees and volunteers, are to be added as "Additional Insured" to the General Liability policy. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
- f) A Waiver of Subrogation in favor of the City with respect to Workers' Compensation Insurance must be included.
- g) Each insurance policy shall be endorsed to state that coverage shall not be

suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.

- h) Upon request, certified copies of all insurance policies shall be furnished to the City.

4. Commercial General Liability

- a) Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- b) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

5. Automobile Liability

- a) Minimum Combined Single limit of \$500,000.00 per occurrence for bodily injury and property damage.

6. Worker's Compensation

- a) Statutory

7. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. And shall contain the following provisions and warranties:

- a) The company is licensed and admitted to do business in the State of Texas.
- b) The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas Board of Insurance.
- c) All endorsements and insurance coverage according to requirements and instructions contained herein.
- d) The form of the notice of cancellation, termination, or change in coverage provisions to the City of Brenham.
- e) Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

Workers' Compensation Provisions
(State law requires the following language in
contracts on public works projects).

DEFINITIONS:

Certificate of Coverage (certificate) – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the Project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the City.

Persons providing services on the project ("subcontractor" in 406.096) – includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitations, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnished persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

The Contractor must provide a certificate of coverage to the City **prior** to being awarded the contract.

If the coverage period shown on the Contractor's current certificate of coverage ends during the

duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

The Contractor shall obtain from each person providing services on a project, and provide to the City:

- a. a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates showing coverage for all persons providing services on the project; and
- b. no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

The Contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) calendar days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation commission, informing all persons providing services on the project that they are required to be covered and stating how a person may verify coverage and report lack of coverage.

The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
- (b) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person

- providing services on a project, for the duration of the project;
- (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (d) obtain from each person with whom it contracts, and provide to the Contractor:
 - 1. a certificate of coverage, prior to the person beginning work on the project; and
 - 2. a new certificate of coverage showing the extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - (e) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
 - (f) notify the City in writing by certified mail or personal delivery, within ten (10) calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (g) contractually require each person with whom it contracts, to perform as required by paragraphs (a) – (g), with the certificates of coverage to be provided to the person for whom they are providing services.

contract void if the contractor does not remedy the breach within ten (10) calendar days after receipt of notice of breach from the City.

By signing the contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the City to declare the