



CITY OF BRYAN
The Good Life, Texas Style.™

CITY OF BRYAN, TEXAS
PURCHASING DEPARTMENT
1309 E. MLK Street
Bryan, TX 77803
(979) 209-5500 fax: (979) 209-5507

REQUEST FOR BID

NO. 16-047

“Annual Price Agreement for Swimming Pool Chemicals”

DATE ISSUED: 06/23/2016

SEALED BIDS TO BE SUBMITTED BEFORE:
1:00 pm, Friday, 07/08/2016

Vendor Name: _____

DISCLOSURE REQUIREMENTS

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Bryan, including affiliations and business and financial relationships such persons may have with City of Bryan officers. An explanation of the requirements of Chapter 176, applicable forms and a complete text of the new law are available at:

<http://www.bryantx.gov/purchasing-services/#vendorethics>

If you are unable to obtain such information online, please contact the City of Bryan Purchasing Department, 1309 E. M. L. King Street, Bryan, Texas 77803 or call (979)209-5500.

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

DISCLOSURE OF INTERESTED PARTIES

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency 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. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The process as implemented by the Commission is as follows:

1. A business entity must use the application to enter the required information on Form 1295 and print a copy of the form and a separate certification of filing that will contain a unique certification number.
2. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 and certification of filing must be filed with the city “at the time the business entity submits the signed contract” to the city.
3. The city must notify the Commission, using the Commission’s filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract.

For more information regarding how to file Form 1295, please click on the following link: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

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INTRODUCTION

The City of Bryan is soliciting bids for Annual Price Agreement for Swimming Pool Chemicals.

Emailed/faxed bid packages for **Bid #16-047** will be accepted until 1:00 p.m., Friday, July 08, 2016 and publicly opened and read aloud immediately following the opening. Any bid received on or after 2:00 PM CST will be returned unopened. Sealed bids must be delivered to:

Melanie Tigerina, Buyer
City of Bryan, Purchasing Department
1309 E. Martin Luther King St. Bryan, Texas 77803
(P) (979) 209-5504 (F) (979) 209-5507
mtigerina@bryantx.gov

Plans, Specifications and Information for Bidders are on file and may be examined at the Purchasing Department Office at 1309 E. Martin Luther King Jr. Street, Bryan, Texas and may be obtained by prospective bidders by calling (979) 209-5500. These documents are also available online at <http://brazosbid.cstx.gov>.

The City believes that the data contained in these specifications is sufficient for the preparation of bids. Requests for additional information will be considered depending on the bid time frame and the availability of the requested information. Such information will be submitted to all known bidders simultaneously.

*In order to ensure a fair and public bid process, all questions related to this Request for Bid shall be addressed in writing, via the **Brazos Valley Online Bidding System** (<http://brazosbid.cstx.gov/>) to the individual identified above prior to 10:00 a.m. CST on July 5, 2016. Contact with any City of Bryan employee or official is prohibited without prior written consent from the City Purchasing Manager. Failure to observe this requirement may be grounds for rejection of the Bid.*

Bidders are required to submit one (1) original bid. Bids must be completed and submitted on the forms found within the Specifications. Incomplete bid forms will invalidate the bid and the bid will be rejected and returned to the bidder. The right to accept any bid, or to reject any or all Bids and to waive all formalities is hereby reserved by the City of Bryan, Texas.

SCHEDULE OF EVENTS

- 06/23/16 - Post Dates.
- 07/05/16 @ 10:00 a.m. C.S.T. - Deadline for written requests for clarifications to the RFB.
- 07/08/16 @ 1:00 p.m. C.S.T – Public bid opening. Any bid received on or after 1:00 PM CST will be returned unopened.
- August 28, 2016: Anticipated date of award.
- August 28, 2016: HB1295 Certification

TERMS AND CONDITIONS

Definitions

In order to simplify the language throughout this request for bids, the following definitions shall apply:

CITY - Same as City of Bryan.

CITY COUNCIL - The elected officials of the Cities of Bryan, Texas who have been given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and laws.

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

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

RFB - Request for Bids.

PROCUREMENT CARD - Chase-MasterCard

Instructions

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

Notification

The City of Bryan uses multiple channels for the notification and dissemination of all invitations to bid. Approved methods of dissemination include: City of Bryan website or the City of Bryan Purchasing office. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or addenda which could ultimately render your bid non-compliant. The City of Bryan accepts no responsibility for the receipt or notifications of solicitations through any other source.

Form

Sealed bids must be submitted on this form only. Bidders are required to submit one (1) original bid. All bids submitted must be itemized with prices extended when practical. **BIDDER MUST RETURN PAGES 17 - 21 OF BID. EMAILED/FAXED BIDS ARE UNACCEPTABLE.**

Felony Conviction Notification

All bidders must submit with their bid the Felony Conviction Notification form if contained within this bid package. Failure to acknowledge and submit the completed Felony Conviction Notification form is sufficient cause for the bid to be rejected.

Bid Return

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

Late Bids

Bids must be received by the Purchasing Department prior to 1:00 PM CST on the date indicated on this form. Late bids will not be opened and will be returned to the bidder.

Acceptance

The City of Bryan 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 shall not be 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 properly and timely perform its obligations under a contract with the City. Bidders may be disqualified and rejection of proposals may be recommended for any (but not limited to) of the following causes: 1) Failure to use the proposal form furnished by the City; 2) Lack of signature by an authorized representative on the proposal form; 3) Failure to properly complete the proposal; 4) Evidence of collusion among proposers; 5) Omission of uncertified personal or company check as a proposal guarantee (**if Bid Bond required**); or 6) Unauthorized alteration of bid form. City reserves the right to waive any minor informality or irregularity.

All bidders are hereby notified that the City of Bryan 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 his ability to perform the contract for the City of Bryan, 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 bidder's past performance under contracts with the City of Bryan and the bidder's compliance with City ordinances.

The City of Bryan, Texas is committed to obtaining its goods, products and services at the lowest price possible which benefits all the citizens of Bryan. Therefore, in order to accomplish this objective/goal, it is not the intention of the City neither to exclude particular vendors or manufacturer's. Names, 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 services of any manufacturer or vendor equal to the products and services described in the specifications are invited and will be given careful consideration provided the alternate will accomplish the same task. The City of Bryan shall be the sole judge on whether the alternate product and service is similar to, equal to and in compliance with that specified. The decision of the City shall be final.

"In literal compliance" in reference to standards and specifications shall mean the meeting or exceedance of all or nearly all of the said standards and specifications. If the City determines that standards and specifications are in literal compliance where not all standards and specifications have been met or exceeded, the City must base such a determination on its finding that any standards and specifications which have not been met or exceeded do not render the bidder product any less usable for the purpose for which it is intended.

Collusion

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

Irregular Bid Proposals

Bids will be considered irregular and may be rejected by the City of Bryan if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award providing the best value to the City.

Award of Contract

The bid award may be based on, but not necessarily limited to, the following factors:

- a. Conformity to specifications;
- b. the purchase price, including payment discount terms;
- c. the reputation of the bidder and of the bidder's goods or services;
- d. the quality of the bidder's goods or services;
- e. the extent to which the goods or services meet the City's needs;
- f. the bidder's past relationship with the City;
- g. delivery terms;
- h. payment terms;
- i. availability of repair and maintenance parts;
- j. financial condition;
- k. the total long-term cost to the City to acquire the bidder's goods or services; and
- l. any relevant criteria specifically listed in this request for bid.

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

Financial Condition

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

Term of Contract

This contract shall become effective from date of acceptance and approval by the City of Bryan. It shall remain in full force and effect with firm fixed bid prices for a period of twelve (12) months.

Extension of Contract

The City shall have the option of extending this contract, subject to approval of funding and review of the service provided by the Contractor, for four (4) additional one (1) year terms to be extended one (1) year at a time. Contracts are extended upon mutual agreement of both Vendor and the City. The City of Bryan will not consider Contract extensions which include any increase in unit bid prices.

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

This contract cannot be transferred or assigned to another party without the written consent of the City's Purchasing Agent and may be subject to cancellation if such consent is requested.

Contract Termination

The City may terminate this Contract at any time upon **thirty (30)-calendar** days 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 this Contract, or if the Vendor violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Vendor **five (5)** calendar days written notice. The Vendor will be compensated for the services satisfactorily performed before the termination date. Termination of the contract for cause shall be deemed as sufficient evidence and cause to remove the Vendor's name from the bidder's list for receiving future bids.

No term or provision of this 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 of Bryan to reimburse responding firms for any expenses incurred in preparing bids in response to this Request for Bids and City of Bryan will not reimburse responding firms for these expenses, nor will the City of Bryan pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

Minority Owned Businesses

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

City Ordinances

The City of Bryan also reserves the right to reject the bid of any bidder who is currently in violation of any City ordinance. The City may, at its option, choose to negotiate a settlement of the ordinance violation as a condition of the bid award.

Error-Quantity

Bids must be submitted on units of quantity specified. In the event of errors in extended prices, 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 from these specifications must be indicated on the bid sheet(s).

F.O.B.-Damage

Bids will not be considered unless bid F.O.B. delivered Bryan, Texas. 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 of Bryan 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.

Cooperative Agreements

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

Authorized Signature

Bids must show full firm name and mailing address of bidder and be manually signed by an authorized sales or quotation 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 in all of the sheets which make up this invitation.

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 purchasing agent.

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 bid request.

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 on the bid sheet(s). All-or-none bids will not be considered if prices quoted involved prices of items and services requested on an entirely separate bid request.

Payment Of Invoices

Invoices must be submitted by the successful bidder in duplicate to the City of Bryan, Finance Department, P.O. Box 1000, Bryan, Texas 77805, (979) 209-5080. All invoices to be paid in full within thirty (30) days after satisfactory delivery and billing, whichever is the later. All invoices shall be submitted in accordance with the bid unit prices. Invoices shall not contain work that was not satisfactorily completed. Repeated failure on the part of the Contractor to submit accurate invoices shall be sufficient cause to cancel the contract. The City will not be liable for payment of invoices received more than sixty (60) days after delivery of order, or completion of services.

Cash Discounts

Bidders may quote additional cash discount terms in the Cash Discount Column. 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.

Bids offering discounts for prompt payment within ten (10) days are encouraged.

Taxes

The City of Bryan 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 Bryan 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 reason enough to cause the bid to be disregarded. Delivery time quoted will be given consideration in awarding orders. If delivery is not made within ten (10) days after number of days specified on bid, entire order may be canceled and bidder's name removed from mailing list.

All deliveries are to be made to the Purchasing Department located at 1309 E. Martin Luther King, Jr. Street, unless otherwise specified in the Bid Request 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

The successful bidder shall be liable for all damages incurred while in the performance of services pursuant to this request.

Material Safety Data Sheets

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 Communication Standard. Improperly labeled containers will result in refusal of the shipment and possible change in vendors.

Patents, Franchises, etc.

The successful bidder agrees to protect the City from any claim involving patent right infringements, copyrights or sales franchises.

No Bids

If bidder is unable to quote, the bid form should be returned to the purchasing agent before opening time, 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 bid 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 your response package as acknowledgement of the addendum. Bidders are responsible for obtaining all published addenda from the City of Bryan Purchasing office or by downloading these documents from the City of Bryan website. The City assumes no responsibility for the Bidders failure to obtain 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.

Pre-bid Conference

Pre-bid conferences are public meetings and all qualified contractors, subcontractors and material suppliers are strongly encouraged to attend. The intent of the conference is to inform bidders of the bidding requirements and the scope of services and to solicit questions and inquiries from potential bidders and suppliers. Attendance at the pre-bid conference is not mandatory. Any and all information provided by the City during the pre-bid conference will not be construed to be a revision or change of the bid documents. All revisions, changes and clarifications to the bid documents shall be formally executed in the form of a written addendum, published by the City of Bryan.

Fiscal Funding

The City of Bryan, Texas 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 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 rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract.

Court Jurisdiction

The City of Bryan and the successful Vendor will agree that the contract awarded from this Request for Bid shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in a state court of competent jurisdiction in Brazos County, Texas and further that neither party will seek to remove such litigation to the federal court system by application of conflict of laws or any other removal process to any Federal Court or court not in Texas.

INSURANCE REQUIREMENTS

The Contractor agrees to maintain the minimum insurance coverage and comply with each condition set forth below during the duration of this contract with the City of Bryan. All parties to this contract hereby agree that the Contractor's coverage will be primary in the event of a loss, regardless of the application of any other insurance or self-insurance.

Contractor must deliver to City of Bryan a certificate(s) of insurance evidencing such policies are in full force and effect within 10 business days of notification of the City of Bryan's intent to award a Contract. No contract shall be effective until the required certificate(s) have been received and approved by the City of Bryan. Failure to meet the insurance requirements and provide the required certificate(s) and any necessary endorsements within 10 business days **may cause the contract to be rejected.**

The City of Bryan reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent.

- A. Workers' Compensation Insurance & Employers Liability Insurance** - Contractor shall maintain Workers' Compensation insurance for statutory limits and Employers Liability insurance with limits not less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease. Contractor shall provide Waiver of Subrogation in favor of the City of Bryan and its agents, officers, officials, and employees.
- B. Commercial General Liability Insurance** - Contractor shall maintain Commercial General Liability (CGL) with a limit of not less than \$1,000,000 per occurrence and an annual aggregate of at least \$2,000,000. CGL shall be written on a standard ISO "occurrence" form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. No coverage shall be deleted from the standard policy without notification of individual exclusions and acceptance by the City of Bryan. The City of Bryan and its agents, officers, officials, and employee shall be listed as an additional insured.
- C. Business Automobile Liability Insurance** - Contractor shall maintain Business Automobile Liability insurance with a limit of not less than \$1,000,000 each accident. Business Auto Liability shall be written on a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. Contractor shall provide Waiver of Subrogation in favor of the City of Bryan and its agents, officers, officials, and employees.
- D. Policy Limits** - Required limits may be satisfied by a combination of primary and umbrella or excess liability policies. Contractor agrees to endorse City of Bryan and its agents, officers, officials, and employees as an additional insured, unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure "True Follow Form" basis.
- E. Deductibles, Coinsurance Penalties & Self-Insured Retention** - Contractor may maintain reasonable and customary deductibles, subject to approval by the City of Bryan. Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention.
- F. Subcontractors** - If the Contractor's insurance does not afford coverage on behalf of any Subcontractor(s) hired by the Contractor, the Subcontractor(s) shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Bryan accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

G. Acceptability of Insurers - Insurance coverage shall be provided by companies admitted to do business in Texas and rated A-:VI or better by AM Best Insurance Rating.

H. Evidence of Insurance – A valid certificate of insurance verifying each of the coverages required shall be issued directly to the City of Bryan within 10 business days by the successful Contractor’s insurance agent or insurance company after contract award. Endorsements must be submitted with the certificate. No contract shall be effective until the required certificates have been received and approved by the City of Bryan.

Renewal certificates shall be sent a minimum of 10 days prior to coverage expiration.

Upon request, Contractor shall furnish the City of Bryan with certified copies of all insurance policies.

The certificate of insurance and all notices shall be sent to:

City of Bryan
Risk Management
PO Box 1000
Bryan, TX 77805
Emailed to: mquioga@bryantx.gov

Failure of the City of Bryan to demand evidence of full compliance with these insurance requirements or failure of the City of Bryan to identify a deficiency shall not be construed as a waiver of Contractor’s obligation to maintain such insurance.

I. Notice of Cancellation, Non-renewal, Material Change, Exhaustion of limits – Contractor must provide minimum 30 days prior written notice to the City of Bryan of policy cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage. If City of Bryan is notified a required insurance coverage will cancel or non-renew during the contract period, the Contractor shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. The City of Bryan reserves the right to withhold payment to Contractor until coverage is reinstated.

J. Contractor’s Failure to Maintain Insurance – If the Contractor fails to maintain the required insurance, the City of Bryan shall have the right, but not the obligation, to withhold payment to Contractor until coverage is reinstated or to terminate the Contract.

K. No Representation of Coverage Adequacy - The requirements as to types and limits, as well as the City of Bryan’s review or acceptance of insurance coverage to be maintained by Contractor, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract.

SPECIFICATIONS

RFB # 16-047 “Annual Price Agreement for Swimming Pool Chemicals”

Scope and Intent

It is the intent of this bid solicitation to establish firm, fixed prices for regularly used swimming pool chemicals and to enter into an annual price agreement with a chemical supply firm to supply said products in accordance with the terms and conditions set forth. Chemicals will be purchased on an as-needed basis, with firm pricing to remain for the duration of the contract period.

BID PRICING

Unit pricing must include all costs associated with delivery. Pricing must be firm fixed pricing for the duration of the contract period. No additional charges will be allowed nor will the City allow minimum delivery quantities.

Quantities

Quantities included in this bid are for informational purposes only, and is in no way a commitment by the by the City to purchase any given quantities during the term of the contract, or any extensions thereafter.

Delivery

Bids will not be considered unless bid F.O.B. delivered Bryan, Texas. The successful bidder is required to stock sufficient quantities as to ensure timely and complete deliveries of product. Consistent delayed or partial deliveries shall be interpreted as failure to meet contractual obligations and may result in termination of the contract. **Next day delivery must be available upon request.**

The successful bidder shall be responsible for supplying all equipment/resources necessary for unloading the products. Delivery trucks shall be D.O.T. approved for the chemicals provided to the City of Bryan.

Delivery of chemical will be to one of the following locations specified below as directed at the time of order. Delivery of Sodium Hypochlorite to be delivered by tank truck with all necessary pumps, hose connections, safety devices and precaution, to refill City of Bryan owned tanks located at Bryan Aquatic Center, Sue Haswell Swimming Pool, and Henderson Park Pool:

- **Bryan Aquatic Center-** 3100 Oak Ridge, Bryan, Texas
(Chlorine tank capacity- 700 gallons)
- **Sue Haswell Swimming Pool-** 505 N. Coulter, Bryan, Texas
(Chlorine tank capacity- 300 gallons)
- **Henderson Park Pool** - 1200 Ridgedale, Bryan, Texas
(Chlorine tank capacity- 300 gallons)
- **Sadie Thomas Pool** - 129 Moss, Bryan, Texas
(Chlorine tank capacity- 200 gallons)

Delivery to each swimming facility shall be made on a routine basis every week to 10 days, or as often as necessary to refill chlorine tanks and replace muriatic acid containers in order to avoid depletion of supply. The City of Bryan reserves the right to purchase chemicals listed in the contract from the second low bidder in the event the successful bidder is unable to furnish the materials in the quantity and time frame required by the City of Bryan.

Summer Delivery Schedule May - August: Tanks must be filled to capacity on weekly basis, with no call to schedule delivery.

Should the City of Bryan make a specific request for products, delivery shall be made within 2 calendar days.

Safety

The supplier shall provide updated MSDS sheets on each chemical delivered before the first delivery. All MSDS sheets shall be updated as needed and provided to the City of Bryan by the supplier. The supplier shall provide proper safety labels on all chemical storage tanks.

BID SHEET

(Page 1 of 7)

RFB #16-047 “Annual Price Agreement for Swimming Pool Chemicals”

GENERAL

All bids must be in strict accordance with all terms, conditions and specifications within this Bid Request #16-047.

To be accepted, bidders must thoroughly complete all blanks in this section. (Please type or write legibly in ink.) Bidders must ensure that all calculations are correct. Calculation errors may be cause to reject a bid package. If there are discrepancies in unit price and total, unit price will prevail.

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.

Unit pricing must include all costs associated with delivery. Pricing must be firm fixed pricing for the duration of the contract period. No additional charges will be allowed nor will the City allow minimum delivery quantities.

Item #	Estimated Usage Quantity	Unit	Description	Unit Price	Total Price
1	20,000	Gallons	Sodium Hypochlorite (12% Chlorine Bleach) To be delivered into City of Bryan owned storage tank by the gallon.	\$	\$
2	1,000	Pounds	Calcium Chloride To be delivered in 50 or 80 pound containers.	\$	\$
3	500	Pounds	Cyanuric Acid To be delivered in 50 or 100 pound containers in granular form.	\$	\$
4	17,000	Pounds	Calcium Hypochlorite To be delivered in 100 pound containers in granular form.	\$	\$
5	300	Pounds	Sodium Bicarbonate To be delivered in 50 pound containers in powder form.	\$	\$
6	100	Pounds	Sodium Thiosulfate To be delivered in 50 pound containers in powder form.	\$	\$
7	100	Pounds	Soda Ash To be delivered in 50 pound containers in powder form.	\$	\$
8	50	60 mil. Bottles	Taylor Reagents Various Taylor Reagents 1-14 to be delivered in 60mil. bottles.	\$	\$

Total Annual Cost \$ _____

“Next Day Delivery” fee to be applied to rush orders (if applicable) \$ _____

Company Name: _____

BID SHEET CONTINUED

(Page 2 of 5)

METHOD OF PAYMENT:

1) PAYMENT TERMS: Net 30 (Vendor paid within 30 days of invoice or receipt of goods accepted in good order.)

2) PROMPT PAYMENT DISCOUNT: _____% within 10 days (e. g. 1%, 2%, 5%)

AND/OR (check one)

3) ELECTRONIC FUNDS TRANSFER DISCOUNT _____yes _____no

--If "yes" discount offered: _____% (e.g. 1%, 2%, 5%)

Company Name: _____

FELONY CONVICTION NOTIFICATION

(Page 3 of 5)

Any person and/or business entity that enters into a contract with the City of Bryan must give advance notice to the City if any employee or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The notice must also describe the role that the employee, owner, or operator will perform in executing the contract. The City may require substitution of employees in the performance of the contract.

The City may terminate a contract with a person or business entity if the City determines that the person or business entity failed to give notice as required by this clause, misrepresented the conduct resulting in the conviction, or failed to substitute personnel at City's request.

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

Vendor's Name:

Authorized Company Official's Name (Printed)

Date

A. My firm is not owned or operated by anyone who has been convicted of a felony nor does it have any employees who have been convicted of a felony:

Signature of Company Official:

B. My firm has employee(s) or is owned or operated by the following individual(s) who has/have been convicted of a felony:

Signature of Company Official:

C. Provide a general description of the conduct resulting in the conviction of a felony.

Signature of Company Official:

D. Describe the role that the person(s) convicted of a felony will play in the performance of the contract.

Signature of Company Official:

CLIENT REFERENCES

(Page 4 of 5)

References: The City of Bryan will conduct reference checks as needed to evaluate bids. The City may contact those listed, and inclusion of this listing in your bid is agreement that the City may contact the named reference. The City reserves the right to contact other companies or individuals that can provide information to the City that will assist the City in fully evaluating the Service Provider.

All reference checks must show that the successful bidder is in good standing with their current and previous customers. All bidders are required to provide a **minimum of five (5)** reference(s) from current and recent clients of similar size (and/or projects recently completed of similar size and scope.)

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE #: _____

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE #: _____

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE #: _____

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE #: _____

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE #: _____

CERTIFICATION OF BID

(Page 5 of 5)

CERTIFICATION and AUTHORIZATION:
RFB #16-047

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished *including the Texas Ethics Commission Certificate of Interested Parties Form 1295* and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Standard Form of Contract if awarded the bid.

Signed By: _____ Title: _____

Typed Name: _____ Company Name: _____

Phone No.: _____ Fax No.: _____

Email: _____

Bid Address: _____

P.O. Box or Street City State Zip

Order Address: _____

P.O. Box or Street City State Zip

Remit Address: _____

P.O. Box or Street City State Zip

Federal Tax ID No.: _____

Date: _____

NOTICE OF NON-PARTICIPATION

RFB #16-047 – Swimming Pool Chemicals

If, for some reason, you are not participating in the solicitation, PLEASE complete the following and return to:

City of Bryan
Purchasing Department
1309 E. Martin Luther King St.
Bryan, TX 77803

DO NOT return the solicitation packet. **Failure to respond may result in removal of your organization from our current Vendor file.**

Company Name: _____

Address: _____

Phone number: _____

Fax number: _____

Reason for no response to this RFB:

Please check the items that apply:

- Suitable, but engaged in other work**
- Do not sell the item(s) required.**
- Can not be competitive.**
- Can not meet the specifications highlighted in the attached Bid.**
- Can not provide insurance required.**
- Can not provide bonding required.**
- Can not comply with indemnification requirements.**
- Job too large.**
- Job too small.**
- Do not wish to do business with the City.**
- Other reasons; please explain.**

Other remarks: _____

Signature

Title